The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, APRIL 1, 1922.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE.

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Master of the Rolls on the Permanent International Court.

THE TEACHING Staff of the Law Society's School are to be congratulated upon having secured for their reception last week the address from the Master of the Rolls on the Permanent Court of International Justice which we print elsewhere. The Court is the most important contribution yet made to the cause of international civilisation, and it may be hoped that it will hold the same position between nations that municipal courts do between individuals. Courts of justice are not the beginning of civilisation, but they are the most important means of the establishment of social order, and it should be the same with international order under the Court, which is one of the chief results so far of the Covenant of the League of Nations. True the Court lacks at present the power of enforcing its decrees which is behind all municipal courts. Is it to rely on mutual goodwill, or is it to look, as Lord STERNDALE puts the alternatives, to the economic boycott or war? This is a question for the future, but the immediate success of the Court will depend largely on the interest which lawyers take in it, and we are glad that it has been brought into prominence by so distinguished a judge as Lord STERNDALE.

The Law of Property Bill.

THE LAW of Property Bill has passed the House of Lords and been sent to the Commons. The only amendment proposed was one by Lord DYNEVOR in clause 138 with respect to the determination of the amount of compensation where manorial incidents are extinguished at the end of ten years after the commencement of the Act in consequence of no earlier date for extinction and compensation being arranged. But since the admission of any amendment would involve expense in connection with reprinting, the matter was deferred till the Bill is in the Commons. It is almost certain, said the Lord Chancellor,

that it will be amended there, and will have to be reprinted. So far the Bill has had an easy voyage this session, but it would be unsafe yet to guess what its further fate may be. We note in going to press the announcement of Lord Birkenhead's eyesight trouble, and we desire to express our regret and sympathy.

Trusts for Sale and Settlements.

In continuance of the extracts we have given from the Bill, we are now printing clauses 11 and 12, and their appendant Schedules which regulate the operation of trusts for sale and of settlements. We hope next week to give an explanation of the wording of these provisions. In substance—especially in regard to trusts for sale—they state and develop the existing law and practice of conveyancing. The settlement provisions introduce the new scheme for the employment of two deeds—a vesting deed and a trust deed—the object of course being to let a purchaser's title depend only on the vesting deed, and to look to the trust deed to regulate the rights of beneficiaries. This only makes universal a common conveyancing practice when land is settled on trust for sale. And both these clauses with their Schedules are an important part of the scheme for facilitating the making of title to purchasers. We are afraid that our description of parts of the Bill as a conveyancers' scheme is not altogether acceptable in some quarters. Certainly we have no objection to conveyancers' schemes. We have too great a veneration for Diana of the Ephesians. But if the promoters of the Bill make too much of the simplification which it will effect, it is possible that there may be an awakening which will not be helpful to private conveyancing. Our only object in all the discussion has been to secure that the scheme shall in practice prove a successful competitor to conveyancing on the register.

The Change in the Perpetuities Rule.

A learned correspondent is good enough to point out that in speaking last week (*ante*, 360) of the new clause modifying the operation of the Rule against Perpetuities as being taken from a statute of Victoria, we repeated a mistake which we made and corrected two years ago (64 Sol. J. 581, 596). The clause was in Lord Haldane's Bill and has been to Australia and back before its incorporation in the present Bill. But the propriety of the clause is so obvious that the mistake is not altogether unnatural. Since the present Bill or its predecessor is largely founded on Lord Haldane's Bill, the clause might have been expected to remain all through. In fact we believe its present appearance is due to praiseworthy pertinacity on the part of the draftsman.

Debentures of Industrial Societies and the Bills of Sale Acts.

The case of *Re North Wales Produce & Supply Society Ltd.* before P. O. Lawrence, J. (*Times*, 29th ult.), raised two important points, one of which the learned judge considered to be concluded by previous decisions; the other he regarded as open. Apparently the Bill of Sale Act, 1878, does not apply to the debentures of incorporated companies: see *Read* v. *Joannon* (25 Q.B.D. 300), though it was formerly doubtful whether the exception of "debentures issued by any mortgage, loan, or other incorporated company," introduced by s. 17 of the Act of 1882, applied to companies generally or only to companies *ejusdem generis* with mortgage and loan companies. But in *Re Standard Manufacturing Coy.* (1891, 1 Ch. 637), Lord Halsbury, L.C., pointed out that there was a difficulty in applying this rule, since no companies could be said to be *ejusdem generis* with mortgage and loan companies, and by that case it was settled that the exception was general. Since then the debentures of incorporated companies have been outside the Bills of Sale Acts, though the object of the Acts is now attained by the requirement of registration under s. 93 of the Companies (Consolidation) Act, 1908, and it has been pointed out that the exception is recognised by s.-s. (1) (*c*) of that section which requires registration of any mortgage or charge which, if executed by an individual, would require registration as a bill of sale: see Palmer's "Debentures" (12th ed. p. 181). Indeed the decision in *Re Standard Manufacturing Co.* was open to the construction that the exception only applied where provision of some kind was made for the registration of mortgages, and this was one reason given by Vaughan Williams, J., in *Great Northern Ry. Co.* v. *Coal Co-operative Society* (1896, 1 Ch. 187), for holding that debentures of industrial societies—and such was the debenture in the present case—are not within the Act. In *Clark* v. *Baker, Hill & Co.* (1908, 1 K.B. 667), Phillimore, J., considered this to be erroneous, and intimated that full effect ought to be given to the term "incorporated company," quite apart from any obligation to register mortgages. If this is so, then the only question, seeing that an industrial society is incorporated, is whether it is a "company." Vaughan Williams, as the main reason for his decision, held that it was not. It "is not a company, but a corporation which bears the name of a society." The reason is not very satisfactory, but in the present case, P. O. Lawrence, J., considered that he was bound by the decision and held that debentures of an industrial society require registration under the Bills of Sale Acts. This means that they must be in the statutory form, if this is possible.

Securities upon Chattels with Other Property.

The other point which was decided in *Re North Wales Produce & Supply Society Ltd.* (*supra*) was a variation of a question on the efficacy of a mortgage of chattels together with other property which aroused great interest among conveyancers some twenty-five years ago, namely, whether the security on the other property can be separated from the security on the chattels, and recognised as valid although the security on the chattels is void for non-compliance with the Bills of Sale Acts. In *Re Burdett, ex parte Byrne* (20 Q.B.D. 310), it was held that this severance could be made, and that a security comprising chattels personal and fixtures was good as to the fixtures, though bad as to the chattels; but the doctrine does not save a bill of sale which includes property other than chattels in the schedule. The instrument is not then in the statutory form, and is void as regards the chattels: *Cochrane* v. *Entwistle* (25 Q.B.D. 116). On the other hand the severance may be made notwithstanding the close connection of the subjects of property which are severed. Thus in *Re Isaacson, ex parte Mason* (1895, 1 Q.B. 333), the security comprised chattels let out under a hire-purchase agreement and also the benefit of the agreement, and it was held to be good as to the assignment of the contractual rights under the agreement, though bad as to the chattels. In the above cases there was a separate description of the chattels and the other property. In the present case of *Re North Wales Produce & Supply Society* (*supra*) the debentures made no such distinction, but, in the usual way, gave a charge on all the property of the society for the time being. There seems, however, to be no reason why this general charge should not be divided in its operation according to the nature of the property charged; that is, when chattels become subject to it, it is a charge on chattels; when other property, it is a charge on such other property. P. O. Lawrence, J., took this view, and, accordingly, the debenture was good as to all the property charged by it with the exception of personal chattels.

Void Policies of Re-Insurance.

A question of great practical importance to underwriters arose in the Chancery Division in *Re London County Commercial Re-Insurance Office* (38 T.L.R. 399). One need hardly say that a very old mode of effecting a bet on the result of some public event, say a General Election, a war, or a strike, is to insure against the happening of that event; the ratio of premium to policy moneys can be adjusted to the desired odds. For example, A wishes to make a bet with B that there will be a General Election in May, odds four to one against it in £10 notes. This means that if the election occurs and, therefore, A wins, he is to get £40; whereas if he loses he is to pay £10. He can do this by taking out an insurance policy for £40, payable if the event

happens, the premium being £10. The question at once arises whether such a contract is valid and enforceable, or is for any reason void. Possible reasons why it may be void are (1) absence of an insurable interest in the event, (2) that such an insurance is opposed to public policy, or (3) that it is void within the provisions of the Gaming or Wagering Acts. Life insurance policies are excluded from the operation of those Acts, subject to certain conditions, by the old Life Insurance Act of 1774, and marine insurance policies by the Marine Insurance Act, 1906, and other statutes; but the last-named Act renders void and illegal a policy containing a "P.P.I." clause, *i.e.*, a clause which says that the policy is to be proof of the existence of an insurable interest on the part of the assured. Now, in *Re London County Commercial Re-Insurance Office* (*supra*), these questions have arisen in interesting circumstances. Here there were certain policies of re-insurance against a total loss in the event of peace not being concluded between Britain and Germany on or before 31st March, 1918. Some of these were life insurance policies in form; others were marine insurance policies; there is no reason to suppose that these were intended as mere wagers and not as serious transactions. The life insurance policies were held to be void as "gaming or wagering policies" contrary to s. 1 of the Life Insurance Act, 1774. The marine insurance policies were held to be valid *ab initio*, but in fact void because at the time of the issue of the policy there was attached a slip containing a "P.P.I." clause; this must be treated as a non-severable term of the policy, which therefore is void under s. 4 of the Marine Insurance Act, 1906.

Distinction between Insurance and Wager.

INCIDENTALLY, in the course of deciding *Re London County Commercial Re-Insurance Office*, Mr. Justice LAWRENCE had to consider once more the very troublesome question, what is the real distinction between a policy of insurance and a mere wager? In the case of *Wilson* v. *Jones* (L.R. 2 Ex. 139), Lord BLACKBURN turned upon this point the armament of his very powerful legal batteries; but even he was not successful in getting any very illuminating results. He defined a policy of insurance as a contract to indemnify the insured for some interest possessed by him and likely to be damnified by the occurrence of one of the perils insured against. This is probably the most satisfactory approach to a definition we can get; but it leaves it open to astute gamblers to select some event, the happening of which must affect everyone in some undefined way, as the pivot upon which their wager is to turn. A business man, for instance, can always plausibly contend that he is likely to suffer loss in the event of the interruption of business caused by a General Election, a strike, or a war, and that therefore he has an "insurable interest" in its non-occurrence. He can also plausibly contend that the exact amount of his loss is not easily ascertainable, so that its assessment in the policy at an estimated amount is really a mode of compromising beforehand a dispute as to the amount of damage his right to an indemnity will cover. But probably, in practice, it is not so difficult to distinguish genuine insurances from wagers as it seems to be in theory. Still, borderline cases of hardship occur; and one of these appears to have arisen in the case on which we are commenting. Here the original insurers had possessed a certain insurable interest in the conclusion of peace, since they were pecuniarily interested in cargoes at sea; the insurers had re-insured their liability under the policy. Now, it is settled law that in cases of doubt the court should lean in favour of finding that an insurable interest exists: *Stock* v. *Inglis* (12 Q.B.D. 564). This rule seems to cover the original policies, and therefore the re-insurances. But the original policies turned out to be invalid because of the attachment to them of a P.P.I. clause, and the question then arose whether the re-insurances, which did not expressly contain any such clause, were also void. The learned judge felt that the re-insurance of a void insurance cannot itself be valid, and he so decided. But it is not quite clear that this is so. The question whether the original policy is void or valid may be an "insurable interest" which the underwriters are entitled to re-insure against.

Duplication of Conditions precedent to Distress.

A CURIOUS DIFFICULTY, quite important in practice, came before the Divisional Court in *Townsend* v. *Charlton* (reported elsewhere), The landlord of a house protected by the Rent Restriction Act applied to the County Court for permission to levy distress on non-payment of rent. The necessity for such an application arises independently under two temporary statutes, both of which apply, namely, s. 1 (*b*) of the Courts (Emergency Powers) Act, 1914, and s. 6 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. Indeed, the latter section expressly provides that it is "in addition to" and not "in derogation of" the powers contained in the former statute. But the powers conferred by the two statutes, as a matter of fact, are not quite concurrent with one another, for the Courts (Emergency Powers) Act gives in terms to the Court discretion to refuse the application for permission to levy distress only in the case of circumstances affected by the war, whereas the Rent Restriction Act only confers power to "adjourn, stay, suspend, postpone and otherwise deal with the application," in the same set of circumstances as govern the discretion of the Court where an order for the recovery of possession is sought. Now, in *Townsend* v. *Charlton*, the tenant disputed his liability to pay the amount claimed on grounds in no way connected with the war, and not such as would have been a defence to any application for possession, but they did arise out of the provisions for calculating rent found in the Acts. The Divisional Court held that the County Court cannot grant leave in such a case without first hearing the defendant's pleas and exercising its discretion thereon.

Restraint on Anticipation.

A propos OF Lady ASTOR'S Bill to abolish the presumption of marital coercion, a writer in this week's *Truth* suggests that the time is come to abolish also the doctrine of "Restraint on Anticipation." Our contemporary ingeniously compares the two doctrines, calling the one a married woman's privilege to commit crimes, and the other her privilege to commit civil wrongs, or fail to discharge civil debts, on the unreal pretence that she stands in danger of her husband's power to coerce her will. Of course, the two cases are not quite analogous, and each is subject to very considerable limitations; but there is at least a certain resemblance between the two. No doubt the old grounds for supporting the "restraint" on a wife's separate property during marriage no longer exist; a husband can no longer effectively put pressure on his wife to convey to him her separate property. A better plea in its defence is the economic dependence of most married women, their inability to earn their own livelihood in case of necessity, and the general desirability of protecting their property for the sake of their family as well as of themselves. Such considerations do not apply with equal force in the case of a single woman, or of a man; so that there is a real basis for the distinction. It is quite true, of course, that a certain danger of injustice to strangers arises out of this legal protection for wives. They may fail to get debts paid, and where the married woman commits torts, to penalize her in damages may be impossible. The present system of penalizing her husband for her torts, of course, is not seriously defensible. But the whole law of marriage in England is to-day chaotic and anomalous; it requires thorough overhauling and revision by the Legislature. A committee of legal experts, assisted by representative laymen and laywomen, might well be appointed to consider this revision; but it would be necessary to except from their consideration the vexed question as to the grounds of divorce. This is a separate problem and, so far, it has been impracticable to give effect to either the majority or the minority report of the late Lord GORELL'S Committee.

The alternative of a Homestead Law.

SUCH A COMMITTEE might well consider whether it is not possible, as an alternative to the anomalous "Restraint on Anticipation," to introduce into this country some equivalent of the American principle of the "Homestead Law." This differs somewhat in different States, but the general scheme is this: Every

American citizen is entitled to take up 160 acres (a quarter-section) of unalienated Crown lands. In the case of married citizens, whether husbands or wives, this allotment is held by way of a Family Trust and cannot be sold, mortgaged, or alienated without the consent of the other spouse; moreover, it cannot be seized in execution for non-payment of debts or damages. Where land is not a suitable form of "Family Endowment," the State concerned usually treats as "Homestead property," subject to "Homestead privileges," a sum of money appropriated to that purpose by either spouse, and deemed to be roughly the equivalent of a cultivated and established quarter-section farm. The protection thus accorded to the family is limited; but there is at any rate some legal protection, and in the agricultural States its value is quite appreciable. Of course, no similar land scheme is possible in England; but a marriage settlement fund not exceeding a certain value, and originating out of the estate of either spouse, might be granted similar legal privileges. There are obvious difficulties in the way; but such difficulties would possibly disappear if the matter were to be faced and thoroughly discussed. Were such a "Homestead Law" once established by statute, it might be possible to abolish the invidious "Restraint on Anticipation." Though, no doubt, it may be objected that the Homestead Law and the Restraint are intended for different classes.

Law Lords and Politics.

SINCE we briefly referred last week to the propriety of a Lord of Appeal taking part in politics, there have been further important contributions to the discussion in the House of Lords. The matter arose on Tuesday, 21st March, in Committee on the Irish Free State (Agreement) Bill, to which Lord CARSON moved an amendment providing for an appeal to the Judicial Committee by either the Government of the Irish Free State or the Government of Northern Ireland if aggrieved by any decision of the Boundary Commission to be set up under Art. 12 of the Agreement (in the event of Ulster electing for continued separation) "as to the interpretation and meaning" of the Article. It was pointed out by the Lord Chancellor that this meant referring the dispute to a tribunal containing members who had taken part in the discussion on the Bill. He mentioned Lord CARSON, Lord SUMNER, and Lord CAVE, whereupon Lord CARSON interposed "And yourself." This led the Lord Chancellor to distinguish as a matter recognized for many centuries of English history the position of Lord Chancellors and ex-Lord Chancellors, but he was at once asked by Lord CARSON to furnish the logical principle for the distinction. "Does he suggest that he can be political and, as a judge, unchallenged, whereas I cannot be political, because I would be challenged as a judge. But Lord BIRKENHEAD, following in the steps of Lord HALSBURY in another connection, disclaimed logic; he did not, he said, care about the logic of the matter; he founded himself upon the ripe experience of their ancestors over a period of six centuries, who had decided that it was an advantage to the Judiciary and the administration of justice that there should be one at the head of the Judiciary who was not divorced from the executive and the administration. Lord CAVE interrupted to say that after taking part in the debate he would not dream of taking part as a member of the Privy Council in any question arising under the Bill. The Marquis of SALISBURY declined to allow any distinction between Lord Chancellors and ex-Lord Chancellors and Law Lords. To the lay mind, he said, it was absurd. Lord BUCKMASTER supported the distinction on the ground that his judicial services were voluntary, while those of the salaried Law Lords were not, but he would rather renounce his right to take part in politics than permit, if he could prevent it, the whole of the judicial system of the country falling once more under the suspicion that it was influenced by political considerations.

The resumed debate on Wednesday, 22nd March, elicited speeches from Lord PHILLIMORE, Lord SUMNER, Lord HALDANE, and Lord CARSON, and the Lord Chancellor again took part in it. Lord PHILLIMORE spoke, not as a Lord of Appeal, but as an ordinary unsalaried Peer of hereditary rank, only distinguished from any other Peer by the nineteen years of judicial service which qualified him to take part in the judicial sittings of the House, but he saw no reason for putting the Lord Chancellor, and, still less, an ex-Lord Chancellor, on any pedestal above the other Law Lords. He said that the salaried Law Lords introduced in 1876 were Peers for all purposes, and the House got great benefit from their assistance in debate. Lord SUMNER supported the same view and cited the cases of Lord ELLENBOROUGH and Lord CAIRNS, and he also instanced Lord MACNAGHTEN, Lord ROBERTSON, Lord ALVERSTONE, and Lord PARKER OF WADDINGTON. He declined to recognize any distinction between the Chancellor class and the Law Lord class. Incidentally he stated that members of the Judicial Committee who had been members of the Government during the war had abstained from taking part in the hearing of Prize cases. Lord HALDANE pointed out that Lord ELLENBOROUGH'S, sitting in the Cabinet when he was Lord Chief Justice, had been the subject of sharp criticism—"so sharp that no Lord Chief Justice will ever sit in the Cabinet again"—and he stated that Lord MACNAGHTEN never spoke on great partisan questions. In his opinion there had grown up one of those subtle conventions of law and custom of Parliament which had become binding only in response to public opinion and to the service of the House, namely, that the six Law Lords "should be most sparing in the exercise of their freedom as legislators. No hard and fast rule can be laid down. We should all be sorry to lose the contributions of the Law Lords on questions of law and on such questions as they can take part in without destroying their position and reputation with the public as Judges." He affirmed the distinction—not "an easy thing to explain, any more than many parts of our unwritten Constitution are easy to explain"—but he pointed out that in the selection of a Law Lord only judicial qualifications came into consideration. A Chancellor obtained his position in quite a different way. Lord CARSON, in a brief rejoinder, said that, having regard to the obligations into which he had solemnly entered in relation to Ulster, he would not have continued to hold his office if he had thought he would be restricted in any course he might take on the Irish Bill.

And the Lord Chancellor, in concluding the discussion, said that Lord CARSON had consulted him, and that in view of Lord CARSON'S special position in relation to the matter, he had taken the view that his case should be treated as a special one. If a different view were taken by those in authority, Lord CARSON had intimated that he would at once reclaim his freedom.

This seemed to have closed the matter, but last Saturday Lord CARSON attended, with Col. GRETTON, a meeting of the Burton Division Unionist Association, and made a speech in which he bitterly attacked the Prime Minister and the Coalition Government. On Monday the Irish Debate was resumed in the House of Lords on the third reading of the Bill. Lord CARSON was prevented by ill-health from being present, but the Lord Chancellor took the opportunity to take him severely to task for the Burton speech. On the general question of the intervention by Law Lords in purely political discussions, he adopted the view of Lord HALDANE. Though as Peers they were entitled to express their opinions on any subject, yet there had grown up a convention of the Constitution that they should not make speeches which were purely party speeches. And though he had recognized Lord CARSON'S as a special case, yet the exception did not apply to partisan attacks on a public platform on the policy of the Government. The position of a Law Lord, in the Lord Chancellor's view, since the Act of 1876, is exactly the same, so far as any political activity outside the House is concerned, as that of any other Judge, and he declared "specifically and plainly, that no Judge in this Court, that no Judge in the Court of Appeal, and that no Nisi Prius Judge has the slightest right to go upon a platform in the country and make political speeches."

On Wednesday, Lord CARSON was able to be present and he made a speech justifying participation by Law Lords in politics,

both in and outside the House. Inside the House he referred to the cases of Lord CAIRNS and Lord MACNAGHTEN. But he saw no difference between speaking in the House and speaking on a platform in the country. Dealing with the four classes of Lords who sit on appeals—Lord Chancellors, ex-Lord Chancellors, Peers with legal qualifications, and Law Lords—he declined to admit that while the first three classes had a right to take an active part in controversial and public politics, the Lords of Appeal in Ordinary were in a different position. And he argued that any ban on political activity by Judges must be extended to all others performing judicial functions—Recorders, Chairmen of Quarter Sessions, and Justices.

The Lord Chancellor in reply said that in the last fifty years a tradition had grown up that those who sat in the House because they were Judges, those who were elevated to the House only in order that they might discharge judicial duties, should not take part in what all understood to be purely party debates. The example of Lord CAIRNS dated from before this period and was not to be followed. The intervention of Lord MACNAGHTEN was confined to the Irish Land Acts. Lord ROBERTSON, indeed, intervened on Tariff Reform, and his conduct was criticized and condemned. As to Chancellors, Lord BIRKENHEAD repeated his view stated above. The Chancellor forms a link between the Cabinet and the Judiciary. Ex-Lord Chancellors are men who have given up their position at the Bar to take high positions in politics and they continue, in accordance with established usage, to take part alike in political and judicial functions. Peers with high judicial or legal qualifications, who on that account act as Judges in the House of Lords—such as Lord PHILLIMORE, Lord WRENBURY and Lord PARMOOR—realize their exceptional position, and observe careful reticence in matters of political partisanship. The extension to all Judges and to all minor judicial persons of free liberty to make political speeches on public platforms would mean a "cheerful judicial hurly-burly." This, perhaps, is accurate enough for a summary. In fact the phrase was used in reference to the possible intervention of the Master of the Rolls. Lord BIRKENHEAD admitted it was a possible view that the Woolsack as it had been known for centuries should be modified; and, if and when brought forward, he would consider that proposal upon its merits. Speeches were also made by Lord DUNEDIN and Lord FINLAY. Lord DUNEDIN was emphatic that to deal with questions in a judicial spirit it was necessary to keep clear of politics. Lord FINLAY differed. Though he by no means went so far as Lord CARSON, and held that Common Law and Equity Judges are absolutely debarred from taking part in politics, it was, he said, for each Law Lord to decide what is right and proper in his own case. He denied that there was any convention restricting their freedom such as the Lord Chancellor had suggested, and in his view they were entitled to exercise the full privileges of Peers. Lord BEAUCHAMP took the Lord Chancellor's view and animadverted upon Lord SUMNER'S intervention in a highly contentious Indian matter, but as regards the Chancellor himself he considered that the anomaly should be removed by the establishment of a Ministry of Justice. Lord CURZON too, was on the same side. He regarded the convention that Law Lords should not take part in politics as the counterpart of the convention that lay Peers should not take part in judicial matters. As a striking example of a Law Lord's useful intervention in debate he cited Lord PARKER'S well-known speech outlining a scheme for a League of Nations which we reproduced in these columns at the time. The case of the Lord Chancellor he regarded as an anomaly, but an anomaly which was justified in practice. And as to ex-Lord Chancellors the House would be a dismal place if Lord BUCKMASTER were relegated to judicial subjects. The discussion was concluded by Lord SALISBURY who declined to admit any distinction between Chancellors, ex-Chancellors, and Law Lords. All alike should be at liberty to contribute to debate.

We have thought it more useful to place on record the views thus expressed in the House of Lords than to deal with the question on independent lines, but we see no reason to modify the opinion we originally expressed. In fact there is a great distinction between the case of Chancellors, ex-Chancellors and legal Peers and that of Law Lords. The former occupy seats in the final Court of Appeal by historical tradition and circumstances. If that Court of Appeal were separated from the House of Lords the anomaly would disappear. But till it is separated the Court can only be constituted by including Peers who have political liberty. With the Law Lords it is quite different. The peerage is in their case only an incident, conferred in order to qualify them to be judges. And they should be under exactly the same restrictions as the Lord Justices of Appeal, and the Judges of the High Court. This is the common sense of the matter and is embodied in the convention to which Lord BIRKENHEAD referred, but which has been on several occasions violated. Lord CARSON has brought the matter to a head, because his political activities are most conspicuous. But we hope that in future all the Law Lords will recognise that, while they can make useful contributions to debate, they are outside politics. We may note that Lord CAMPBELL in criticising Lord ELLENBOROUGH'S political partizanship as Lord Chief Justice, considered that the Lord Chief Justice might properly take part in the debates on questions of International moment, but rather as a Judge summing up evidence and balancing arguments than as the advocate of the Government or the Opposition. Lord ALVERSTONE, who has been mentioned above, confined himself, we believe, to matters of social reform—his was the cause of the children. Possibly the incident will, as Lord BEAUCHAMP suggested, advance the proposal for a Ministry of Justice. In any case the question as to the Lords of Appeal in Ordinary should be considered to be settled in the manner we have indicated, for after all the decision rests with the public and the profession, and not with the House of Lords itself.

Early Anticipation of the League of Nations in Legal History.

International Law has only recently become a generally recognised part of serious jurisprudence, and therefore its history is not so familiar a field as that of other branches of our Legal History. There has been no Hallam, no Stubbs, no Maitland, and no Vinogradoff among the scholars who have made a few meagre researches in this field. But the effects of the late war, and the influence of ex-President Woodrow Wilson, himself at one time a professor of International Law, have revived an interest in it. And one of the most remarkable results of recent research has been to recall the fact that not once, but many times, in the course of post-reformation history has the project of a "League of Nations" been definitely mooted before the world by leading statesmen, supported by the learning of eminent jurists.

First of all, it is necessary to distinguish between two matters, allied to one another, but as the poles asunder in their ethical significance. There have been many schemes for the creation of "World-States," in which a *Pax Romana* would extinguish all strife. But these schemes are policies of Imperialism, not Internationalism; the dominance of one highly-civilized nation, not the alliance and co-operation of all nations. The Roman Empire was such a system. The Holy Roman Empire held up by Charlemagne, in succession to his father Pepin, was another attempt to found a World-State. Frederick Barbarossa, in the Twelfth Century, made yet a third effort in the same direction. Had this great mediæval German King of the Hohenstaufen Dynasty lived, he might have succeeded. But the *Stupor Mundi*, or "Wonder of the World," fell in a crusade and left his schemes unfinished to be celebrated in the German poem, of which the leading verse has been thus translated:—

> "But with him he has taken his Empire's Golden Crown;
> One day he will awaken, and bring the ravens down."

The reference to the "Ravens" is a reference to the barbarian powers which were threatening the life of Christendom.

Still another of these efforts at world conquest was made by Charles V and his famous son Philip II of Spain. It was conceived on religious lines and if it had succeeded would have rebuilt

Europe on the lines of Catholicism buttressed by the Inquisition. Holland and the defeat of the Armada destroyed it. But this effort is interesting because it called into being, as its antagonist, the rival creed of a "League of Nations" in its earliest form. The effort of European statesmen and jurists of the little nations, in the Sixteenth Century, was to build up some secular power which would save them from domination by the projected World-State of Spain. Their chief difficulty was internal religious dissension—for Catholic France and Protestant Germany were allied in the scheme. Indeed, the strength of the Huguenot party in France—who never numbered more than one-twentieth of the population—was due to the desire of moderate Catholics to gain any support which would save France from Spain and the Holy Inquisition. Naturally, then, it was in France that the first scheme of a "League of Nations" was devised. For France was then the only moderate power, of balanced religious convictions; all the others were either intolerant Protestants or intolerant Catholics. In France there existed a middle party, the *Politiques*, who supported the monarchy against both Huguenot and Catholic Leagues. It was from this party that the first tentative scheme of a "League of Nations" came.

The designer of this Renaissance League was a French lawyer called William Postel. He was born in Normandy in 1510, and died in 1581. He built up a great legal practice at the Paris Bar, and in his old age devoted his life and his great reputation to two efforts, the first to find some *via media* between the warring factions of bigoted Romanist and equally bigoted Huguenot within France itself; the second to find some *via media* in Christendom between a dominant Papacy, enforcing a *Pax Romana* on the conquered kingdoms, and a number of little states, each free as to their religious life, but engaged in endless quarrels. And the scheme that occurred to him was the building up of a World-State, not based on the domination of one State, but based on the confederation of all existing States. "World Peace through World Power" he called his thesis. Had the *Politiques* retained their control of France, it might have been adopted as part of their settled policy. But the triumph of the Leaguers, followed by the massacre of St. Bartholomew, destroyed all hope of a peaceful solution along these lines. A bitter war of religion followed. It was only concluded by the assassination of Henry III, the accession of Henry of Navarre, Henry IV, and the latter's political conversion to Rome.

Again the old strife confronted Europe. Once more, the danger of Spain gave anxiety to Frenchmen, Germans, Dutch, and English alike. Then Henry of Navarre's great Minister, Sully, the famous author of "Oechonomies Royales," the first systematic treatise on political economy in the modern sense, came forward with the famous scheme of the "Grand Design." The precise nature of the Design was long a secret, but it has always been well understood that it meant a confederation of all civilized nations, without distinction of religious creed, to preserve the balance of power and the peace of the world. The assassination of Henry and the fall of Sully combined to put an end to a policy which otherwise might have succeeded.

The next artificer in the great work was the famous Cardinal Richelieu, statesman and regenerator of France in the second quarter of the Seventeenth Century. Richelieu, reluctantly, felt compelled to crush the Huguenots who had become too powerful as the result of the quasi-independence conceded to them by the Edict of Nantes. But he saw that a blow at the Huguenots meant a triumph for Spain, and this was not in the least what he wanted. Something must be done to restore the balance of power imperilled by his own victory at *La Rochelle*. And so he favoured the scheme of Emeric Cruce, an obscure jurist, who had published "*La Nouveau Cynée*," a work advocating the formation of a League of Nations on almost the modern lines put forward by Woodrow Wilson. Cruce was born at Paris in 1590, and died in 1648. We gave a full account of his scheme some three years ago (63 Sol. J., 243). The great point about it was his idea that the League should be a permanent governing body, meeting in some neutral city, not dominated by any great power, and too strong to be so dominated. He selected Venice, which had just successfully maintained its independence against a league of all the Great Powers—a triumph, the fame of which had been resounding through Europe. Representatives of each independent State were to sit in permanent session at Venice and all disputes between powers were to be referred to them. Exclusion from the League was to be the penalty of refusal to obey its decisions—a penalty which meant much to a Catholic power, which would thus suffer religious excommunication, but very little to a Protestant power. In fact, the absence of any penalty likely to deter a Protestant State was the real weakness of the scheme, and, doubtless, led to its breakdown. Even Richelieu could not force such a scheme on the Catholic States. It vanished, never to be revived till President Woodrow Wilson revived the project and fixed on Geneva to replace Venice as the seat of the confederates' meetings.

Reviews.

Conveyancing.

The Conveyancer. A monthly Review devoted to matters connected with Conveyancing and Commercial and Mercantile Documents. Vols. I to VI. December, 1915, to June, 1921. Vol. VI under the General Editorship of Donald C. L. Cree, M.A., and H. C. Garsia, M.A., Barristers-at-Law. Supplement: An Encyclopædia of Precedents for Conveyancing, Commercial and Mercantile Documents, with an Appendix of Miscellaneous Forms. Under the General Editorship of J. A. Shearwood and Charles E. Cree, M.A., Barristers-at-Law (Vol. I), of Charles E. Cree (Vols. II-V), and Donald C. L. Cree, M.A., and Norman H. Oldham, B.A., Barristers-at-Law (Vol. VI). Vol. I, "A" Table to Change of Name; Vol II, Charges and Mortgages; Vol. III, Clubs to Companies; Vol. IV, Companies to Conveyances; Vol. V, Conveyances on Sale to Goodwill; Vol. VI, Guarantees to Landlord and Tenant. In each volume, Miscellaneous Precedents. Sweet & Maxwell, Ltd. Vol. I, £1; Vols. II-VI, £2 each. The six volumes together, in buckram, for cash £10 15s.

This monthly publication, of which six volumes are now complete, furnishes a very full guide to the matters which call for the conveyancer's attention. The "Review" part gives notes of recent decisions; reviews of new books; epitomes of Bills and New Statutes; and articles on matters of interest. The notes on decisions are short and clear, expressing just the point decided without indulging in any detailed comment. There are occasional notes on points of practice, such as an interesting suggestion at p. 63 of Vol. VI, with regard to the proper form of reserving mortgage interest varying with bank rate, so as to provide for variations while interest is accruing. And the articles dealing both with current decisions and matters of conveyancing practice are useful and interesting. We may instance two articles by Mr. Garsia in Vol. VI on "Trusts to Reside and the Settled Land Acts," suggested by *Re Anderson* (1920, 1 Ch. 175) and *Re Gibbons* (1920, 1 Ch. 372), which show from a series of cases beginning with *Re Eastman's Settled Estates* (1898, 68 L.J. Ch. 122), the difficulties which now beset any attempt to give a beneficiary a right to reside in a house without at the same time enabling him to sell the house and take the income of the proceeds instead. In another interesting article Mr. Garsia examines, in reference to the judgment of Younger, L.J., in *Attwood* v. *Lamont* (1920, 3 K.B. 571), the recent changes in the law relating to covenants in restraint of trade. Since then *Dewes* v. *Fitch* (1920, 2 Ch. 159), in the Court of Appeal, to which Mr. Garsia refers, has been to the House of Lords (*Fitch* v. *Dewes*, 1921, 2 A.C. 158), and completes there for the present the series of recent decisions which have been taken to the highest tribunal. And the articles by Mr. Aubrey J. Spencer, also in Vol. VI, on the Agriculture Act, 1920, are a useful exposition of Part II of the Act, which has survived the sudden change of Parliamentary intentions. As a useful article dealing with a matter of conveyancing practice we may notice that at p. 93 of Vol. VI on the Alteration of other Persons' Drafts. The question how far alterations can properly go is continually before the conveyancer, and the writer of the article collects the opinions of Dart, Williams, and Prideaux. Shortly they lay down that alterations must be restricted to matters of substance affecting the client on whose behalf they are made; the form of the draft is for the original draftsman, and it is contrary to etiquette for the critic to interfere with it.

In the Supplement of Forms, a useful set of precedents is being gradually collected, each volume carrying on the series in alphabetical order, and also giving miscellaneous precedents. The Table of Precedents in each volume does not follow this distinction, which is, perhaps, a mistake. The reader naturally expects the alphabetical set to come first in the table, and then the miscellaneous forms. The result is that each volume appears to give a complete set of precedents which, of course, is not intended. Among the more important matters dealt with are Charges and Mortgages, which fill Vol. II; and Conditions of Sale and Conveyances on Sale in Vols. IV and V. All these forms are conveniently drafted in paragraphs, and furnish precedents for use in relation to various forms of property. Thus the forms for Charges and Mortgages are some 250 in number, and include all the ordinary transactions in respect of security on freehold, copyhold and leasehold property, and also certain kinds of personal property such as life policies and patents; full Conditions of Sale are given for different kinds of property, including reversionary interests and policies, and also special conditions; and forms of Conveyances on Sale are given with similar fulness; and there are numerous forms relating to registered land. On all the forms the stamp is noted, information which is now usual, but which the older precedent books omitted. A very useful feature in Vol. VI is the collection of forms in connection with Inventions, including precedents for licences, loans, and other matters relating to patents: and there are special precedents, such as the General Scheme for Profit-sharing, with Alternative Provisions, which is contributed by Mr. H. M. Chataway to Vol. V (Miscellaneous Precedents, p. 64). The work is well planned and well executed, and we are glad to welcome other workers in a field which we ourselves to some extent cover. Nor can we conclude this notice without recognition of the manner in which Mr. Donald Cree is carrying on the work of his father, whose death last year was sincerely regretted by his many friends—a pious task, as creditable in its achievement as praiseworthy in its purpose.

A Reuter's message from Cape Town, of 23rd March, says: The Union House of Assembly to-day rejected the Woman's Enfranchisement Bill on the second reading by fifty-five votes to fifty-one.

Books of the Week.

Private International Law.—A Digest of the Law of England, with reference to the Conflict of Laws. Third Edition. By A. V. DICEY, K.C., D.C.L., and A. BERRIEDALE KEITH, D.C.L., D. Litt., Barrister-at-Law. Stevens & Sons, Ltd; Sweet & Maxwell Ltd.

Statutes.—Butterworth's Twentieth Century Statutes [annotated]. Vol. 17, containing the Public General Acts passed in the year 1921. Relating to England and Wales. By K. E. SHELLEY, Barrister-at-Law. Butterworth & Co. 28s. 6d. net, postage 1s. extra.

Magistrates.—The office of Magistrate. Formerly edited by the late Harold Wright, B.A., LL.B. Fifth edition. By FREDERICK MEAD, Esq., Metropolitan Police Magistrate. Butterworth & Co. 6s. net, postage 6d. extra.

Commercial Law—Latin-American Commercial Law. By T. ESQUIVEL OBREGON, with the collaboration of EDWIN M. BORCHARD. The Banks Law Publishing Company, New York.

International Law Association—Report of the 30th Conference, held at the Palace of Peace, The Hague, Holland, 30th August,–3rd September, 1921. Vol. 1. Vol. 2. Proceedings of the Maritime Law Committee. Sweet & Maxwell Ltd. 2 Vols. 50s. net to non-members.

Massachusetts Law Quarterly.—February 1922. Massachusetts Bar Association, Boston, Mass.

Minnesota Law Review.—March 1922. Minneapolis, Minn.

Correspondence.

The Neglected Machinery of Reform.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

SIR,—In my article under this heading in your issue of the 18th February I stated that, if we may judge from the absence of any published report, the Council of the Judges constituted by Section 75 of the Judicature Act, 1873, for the initiation of reform had not been convened since 1892, and the Annual Practice and the "Red Book" both concur in this belief.

It appears, however, that the Council met at the House of Lords on the 27th July, 1920, and to the present Lord Chancellor, therefore, is due the credit of having revived the procedure introduced by Lord Selborne and Lord Chief Justice Cockburn. It has not been made known what resolutions were passed, but I am informed that important business was dealt with, and, if Lord Birkenhead's efforts since to secure reform in the administration of justice owe anything to this meeting, it is to be hoped that the revival of the Council will be permanent.

28th March. D. M. G.

Payments through the Clearing Office.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I am the trustee of the marriage settlement of a lady of English birth married to a German.

They live in what was formerly the Austrian Tirol, but is now in Italian occupation.

The income of the settled fund is about £200 a year, and I accumulated it during the war, rendering quarterly accounts to the Custodian. After the war I was allowed to remit £20 a month (or later, £15 a month) to the lady.

Last year I received warrants for payment of the accumulation to the account of the Custodian with the Bank of England, and sums amounting to nearly £800 were so paid, namely:—

1921	April	£274
	July	£400
	November	£113
		£787

(The varying dates of payment depended on the different periods covered by the receipts.)

My friend has not yet received any of the money. She apparently expects to receive it soon through Berlin, but she tells me that it will be paid according to the *par rate of exchange!*

The par rate of exchange with Germany is 20½ marks to the £, whereas the market rate of exchange is about 1,500 marks to the £. So if my friend is correctly informed she will only receive in value about £10 for her £787.

It seems incredible.

Can any of your readers throw any light upon the matter?

London, W. H. W.

28th March.

Poplar Assessment Committee *v.* Roberts.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

SIR,—In your editorial comment on this case you say, "This seems to be a large departure from the Act of 1869." Doubtless this is a clerical error for 1836. I am not, however, writing to correct a clerical error, but to point out a result of the case, which, perhaps, was not foreseen by their lordships, who, in their desire to deal equitably with a hard case (from the Assessment Committee's point of view), seem to have made, if not bad law, at least law which it is impossible to apply.

Anyone familiar with the practical work of assessment will realise the immense difficulty which the decision will cause in assessing ordinary dwelling-houses.

It is often difficult enough to arrive at an accurate assessment of the gross estimated rental and rateable value of buildings and works, which are always occupied by owners and never let, but such assessments are few in number compared with houses within the Rent Restriction Act. In provincial unions these may amount in number to from 90 to 99 per cent. of the total houses. The Lords have said you must assess them on the basis of what tenants might reasonably be expected to give, if there were no restrictions.

How is one to find out what a tenant would give for any particular house under these circumstances? The usual way is to consider what rent he actually does give, and what other tenants of similar houses are giving in an open market. But there is no open market, all the other similar houses are subject to like restrictions, except those built or completed after the 2nd April, 1919, and these latter are too few to form a real criterion, and, moreover, are subject to special provisions as to assessment under section 12 (9) of the Act.

What Overseers and Assessment Committees are invited to do is to assume that all these houses were suddenly in the market to let free from any restriction; in other words, to anticipate the result of the cessation of the Act. Speaking for myself, as a member of a body exercising the functions of overseers and also of an Assessment Committee, I confess that I am not endowed with sufficient prophetic instinct to tackle the proposition successfully.

It would be of great advantage if the Legislature would pass a temporary Act providing that the maximum gross estimated rental for rating purposes of any dwelling-house coming within the Act, which is not occupied for the purpose of any trade, should be the maximum rent which the landlord is entitled to charge under the Act, or would be entitled to charge, if the existing tenancy had determined.

Norwich, ERNEST I. WATSON.

27th March.

[Our reference was to the Valuation (Metropolis) Act, 1869, on which the case turned, not to the General Act of 1836.—Ed. *S. J.*]

Rating and Rent Restrictions Act.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

SIR,—Your note in Current Topics on the decision of the House of Lords in the Test Case of *Roberts* v. *Poplar Assessment Committee* appears to overlook several material points on the question at issue. The case related entirely to the question of the rating of public houses. These are invariably assessed in entire disregard of the rent paid, and solely on the value or volume of the trade done upon the premises, such premises being licensed by the Justices and the trade being in the nature of a monopoly.

The contention of the publicans, for whom Roberts was selected as the representative for the purpose of a test case, was that all public houses in the Metropolis held at a rent not exceeding £105 a year should be assessed on the rent, and not on the trade done. This would have resulted, if successful, in utter chaos in the rating system of the Metropolis.

It was agreed in the Special Case that the proper assessment on the trade would be £112 gross annual value; but on the rent with permitted increases £67 a year. I might quote another example of a large public house in the West End for which a premium of £20,000 was paid last year, and which is held on a repairing lease at a rent of £100 a year. The real annual value would be about £1,000 a year or more; but on the rent £115 a year. It will be obvious that a great injustice would be occasioned to the rest of the ratepayers of licensed (and other) premises if the occupiers of such a house paid rates on a gross value of £115 instead of £1,000.

Another point overlooked is that the Act is not a Rating Act at all, nor even a Rent Restrictions Act, but an Increase of Rent (Restrictions) Act—that is to say, an Act to prevent the increase of rents not exceeding £105 a year beyond a certain amount. The object of the Valuation (Metropolis) Act, 1869, is to obtain a just valuation of all properties for periods of five years ahead. The Quinquennial Valuation of 1920 fixes the amount until 1925. But the Increase of Rent (Restrictions) Act only lasts (unless extended) until 1923.

In every public house included in the hundreds of appeals to Sessions in 1920 which were awaiting the decision of the Test Case of *Roberts* v. *Poplar Assessment Committee*, the agreed rents which the tenants would be willing to pay were much more than the annual value based upon the actual rent paid—that is to say, the value was admitted to be a hypothetical rent based on the trade, and not the actual rent paid under the tenancy or lease.

The principle is equally applicable to private houses, for there are many rows of absolutely identical houses let at varying rents, which under the recognised principles of rating should all be assessed at the same annua value.

The very essence of the Valuation (Metropolis) Act is to secure fair and equal valuation, and not to regard rent as more than one element in ascertaining what that value really is. To ascertain value one must regard the hereditament as in the open market, to be let free from an existing rent, premium, lease or other condition.

I venture to think that the judgment of the House of Lords is entirely in agreement with the decided cases and authorities on the law of rating.

28th March. SUBSCRIBER.

[We are glad to receive these letters on the practical aspect of the matter. But there are evidently two views to be considered.—Ed *S. J.*]

CASES OF THE WEEK.

House of Lords.

POPLAR ASSESSMENT COMMITTEE *v.* **ROBERTS.** 20th March.

RATING—ASSESSMENT—RATEABLE VALUE—TIED BEERHOUSE—PREMIUM ON ASSIGNMENT—STATUTORY RESTRICTION ON INCREASE OF RENT—STANDARD RENT—VALUATION METROPOLIS ACT, 1869 (32 & 33 Vict. c. 67), ss. 4, 20—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTION) ACT 1920 (10 & 11 Geo. 5. c. 17), s. 2.

In arriving at the valuation under the Valuation (Metropolis) Act, 1869, the provisions of the Increase of Rent and Mortgage Interest Act, 1920, need not be taken into account, and do not fix the rateable value of the hereditaments to which the Act applies.

Decision of the Court of Appeal (1922, 1 K.B. 25; 65 SOL. J. 780) *reversed.*

This was an appeal from the Court of Appeal affirming a decision of the Divisional Court on a special case stated under the Valuation (Metropolis) Act, 1869, s. 40. The respondent was the occupier of a beerhouse in Poplar. The house was leased by the brewers in 1909 for 21 years, at a rent of £40, with a provision compelling the lessee to buy malt liquor from the lessors and a condition that if the covenant were broken they could at their option obtain a further rent of £80. A premium of £850 was paid for this lease and on 26th November, 1919, the respondent paid £1,800 for the lease. The rateable value in August, 1914, was £48. For the year 1920 the assessment committee assessed the property at £112 gross, and £94 as the rateable value. The respondent claimed that these valuations should be reduced to £67 and £56. The Court of Appeal held that the Act of 1920 must be taken into account, and from that decision the assessment committee now appealed.

Lord BUCKMASTER said: The question is whether the Act of 1920 affects the rateable value of the houses to which it applies. The appellants say that it does not, the respondent asserts that it does. For the appellants it is contended that the underlying principle of the Act of 1869 is that the value of the premises to the occupier should be the basis of assessment and that there should be equality as between each occupier holding similar property, so that the burden of local taxation may be equitably distributed and borne. If these assumptions be accepted the appellants must succeed. The difficulty lies in seeing whether that really is the basis upon which the Act of 1869 depends. The statute, although its preamble dwells on the expediency of establishing a common basis of value, and promoting uniformity of assessment, does not in terms say that it is the value of the occupation that has to be fixed. What it does provide is that the gross value means the annual rent which a tenant might reasonably be expected, taking one year with another, to pay for a hereditament on the assumption that he undertook to pay rates, taxes and tithe, and the landlord undertook the cost of repairs and insurance. The tenant referred to is an imaginary person, and the actual rent paid is no criterion unless it happens to be the rent that the imaginary tenant might reasonably be expected to pay in the circumstances mentioned in the section. But, although the tenant is imaginary, the conditions in which his rent is to be determined cannot be imaginary. They are the actual conditions affecting the hereditaments at the time when the value is made. This was stated by this House in the case of the *Port of London Authority* v. *Orsett Union Assessment Committee* (1920, A.C. 305), and I do not think that the language there used needs to be modified or explained; but those words related entirely to determining the value of the occupation to the occupier, excluding, of course, any element due to his skill, industry or other strictly personal qualifications. In the present case the respondent seeks to introduce into these words the conditions which regulate the value of the hereditament to the landlord. So far as the occupier is concerned, the provisions of the Rent Restriction Act have not in any way made the occupation less beneficial. It is the landlord who is affected, and he, as landlord, is not the subject of assessment, nor can his interest in the property be considered for the purpose of determining what that assessment should be. Just as a tenant is hypothetical, so also is the rent; it is only used as a standard which must be examined without regard to the actual limitation of the rent paid by virtue of covenant as between landlord and tenant, and also to statutory restrictions that may be imposed on its receipt. From the earliest time it is the inhabitant who has to be taxed. It is in respect of his occupation that the rate is levied, and the standard in the Act is nothing but a means of finding out what the value of that occupation is for the purposes of assessment. In my opinion the rent that the tenant might reasonably be expected to pay is the rent which, apart from all conditions affecting or limiting its receipt in the hands of the landlord, would be regarded as a reasonable rent for the tenant who occupied, under the conditions which the statute of 1869 imposes. This is my opinion as to the meaning of the Act itself, but I find that a series of decisions which have not been questioned, and are now of considerable antiquity, support this view. Although those authorities were long antecedent, both to the Act of 1836 and the Act of 1869, yet these statutes have not affected the principle upon which occupation is made the test of liability for assessment, and I cannot find that anything in the subsequent authorities has impeached or ignored the principle upon which these cases rest. The case of *London County Council* v. *Erith Overseers* (1893, A.C. 562) does not appear to be of much assistance. The real effect of the decision was that the owner must himself be regarded as a possible tenant, but the respondent argues and with reason that as it is only by hypothesis that he can be so considered, it follows that he enters the field subject to the advantages and drawbacks of the tenancy, and his position of landlord must be disregarded. The conclusion I have reached is independent of the view put forward by the Master of the Rolls, that in fact there is no restriction imposed on the tenant to prevent him paying rent, he can pay it if he pleases without any breach of the statute, but this fact would, in my opinion, be fatal to the respondent, even if the opinion I have expressed did not commend itself to your Lordships' approval.

Lord ATKINSON, Lord SUMNER, and Lord PARMOOR gave judgment to the same effect.

Lord CARSON differed. He agreed with the Divisional Court and with the majority of the Court of Appeal.—COUNSEL: *Talbot*, K.C., and *S. G. Turner*; *Konstam*, K.C., *Wootten*, K.C., and *R. M. Banks*. SOLICITORS: *E. J. Marsh*; *Maitland, Peckham, Washington, Fox & Hatten*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

MATTHEY *v.* **CURLING.** 21st March.

LANDLORD AND TENANT—COVENANT TO REPAIR—BREACH—POSSESSION BY MILITARY AUTHORITIES—ACT OF STATE—IMPOSSIBILITY OF PERFORMANCE—TITLE PARAMOUNT—RENT.

The lessee of a house covenanted to insure against fire and yield up in good repair. During the term the house was requisitioned by the military authorities, and while in their occupation was destroyed by fire. The lessor sued the lessee for rent and damages for breach of covenant.

Held, that the lessor was entitled to succeed on both points.

Decision of Court of Appeal affirmed.

The respondent was the owner of a house and fourteen acres of land near Hitchin, and he let the premises to the appellant by a lease dated 25th March, 1898, which expired on 25th March, 1919. In January, 1918, the War Office requisitioned the house and possession was given up to the military authorities. In February, 1919, the house was destroyed by fire. At the expiration of the term the military authorities were still in possession. By the terms of the lease the appellant covenanted to keep in good repair and yield up the premises in good repair and to insure and rebuild after a fire, applying the insurance money to that purpose. He paid his rent down to Christmas, 1918, but declined to pay any further rent. Thereupon the respondent brought this action for rent and breach of covenant to repair. Bailhache, J., gave judgment for the respondent for the rent, but held as regards the liability to rebuild that the action failed. The Court of Appeal by a majority decided in favour of respondent on both points.

Lord BUCKMASTER said: As the house was completely lost, it was obvious that someone ought to be responsible for its restoration, and that obligation would naturally fall on the military authority, but that authority denied liability. The War Office are not parties to this litigation, and it has therefore become impossible to ascertain what is the suggested explanation of the attitude they have adopted, but it is difficult to understand by what authority any government is at liberty, having dispossessed a man of his property, to refuse responsibility for its restoration. The result of their action is that the lessor has taken these proceedings, and it follows that whatever the result of the litigation the entire cost must be thrown upon one of two completely innocent parties. The question, however, before this House is confined to the liability as between lessor and lessee. Rent was paid by the lessee up to 25th December, 1918. The quarter's rent, therefore, up to 25th March, 1919, and the damages for breach of covenant, are the questions now put forward for determination. The defences to these two claims vary. As to the first, the lessees say that they were evicted by title paramount, while as to the second, in addition to the former defence, they say they were prevented by superior force from performance of the covenant. In my opinion both these defences fail. There has been some confusion in this case as to what constitutes a defence on the ground of eviction by title paramount. It is assumed that this means by an act which the lessee could not control, but there is no trace of such a doctrine in any of the authorities. Eviction by title paramount means an eviction due to the fact that the lessor had no title to grant the term, and the paramount title is the title paramount to the lessor which destroys the effect of the grant, and with it the liability for rent. Eviction by the lessor himself is with equal reason an answer to the claim upon the covenant, and in such a case the question is whether there is an eviction in fact, and whether the lessor was a party to it. But mere eviction has never been held to have this effect. The question is how far the lessor has been deprived of his covenant, and an act lawfully or unlawfully done for which he is in no way responsible cannot have that effect. It was, however, urged that there was authority to the contrary, and the case of *Bailey* v. *De Crespigny* (L.R. 4 Q.B. 180) was relied upon. But that case has no application to a covenant by a lessee to pay rent or to deliver up the premises. He has bound himself to do these acts, and it is no excuse that circumstances beyond his control prevented his compliance. The case of *Harding* v. *Metropolitan Railway* (L.R. 7 Ch. 154) appears to be fatal to the appellant's contention. In that case the company had acquired under their compulsory powers certain leasehold premises, and the lessee required that they should accept an assignment with the usual indemnity. Lord Hatherley, in deciding that they must take an assignment and give an indemnity, said it would be a grievous injustice to take property by force from a man unwilling to dispose of it and to leave him with a substantial rent and other covenants of his lease. That, to my mind, is an

accurate statement of the position in such cases, and if it is accepted the appellant's defence is taken away, for it establishes the proposition that the lessee remains liable on his covenants in the lease, notwithstanding that he has been deprived of the term by the exercise of legal powers. In the present case it is true that there was no assignment, nor do I think that the War Office intended to acquire the leasehold interest. They entered into possession by virtue of the authority conferred by the Defence Act of 1842, which empowered them to take, and compelled them to pay compensation as therein provided. The preliminary conditions and restrictions imposed by this Act were removed by the statute of 1914 and the regulations made thereunder, but though this prevented the necessity for formal vesting by assignment or otherwise in the Crown it left untouched the liability to make compensation. It is therefore closely analogous to, though it is not identical with, the compulsory acquisition by a railway company, and there is no principle upon which it is possible to hold that the lessee remains liable to the lessor in the one case and not in the other. The first part of the argument therefore must fail. The second, so far as it is not embraced in the first, depends upon a slightly different contention. It is said that performance had become impossible, and that consequently it must be excused. Impossibility of performance is a phrase that is often lightly and loosely used in connection with contractual obligations. There is no question here of performance having become impossible owing to its prohibition by statute, for no law has prohibited performance, though enjoyment of the premises has been interfered with by legal powers. Further, I entertain grave doubts whether there was any impossibility in fact at all. At any rate, I am satisfied that a terminable occupation by military authorities during an uncertain time, for which compensation may prove to be recoverable, constitutes no answer to the obligations of this repairing covenant. It thus becomes unnecessary to express any opinion about the covenants to insure and to apply the insurance money in rebuilding the premises. I think, therefore, that the appeal must fail, and should be dismissed with costs.

Lord ATKINSON, Lord SUMNER, Lord WRENBURY and Lord CARSON concurred.—COUNSEL: *Leslie Scott*, K.C., and *E. Foà*; *Maugham*, K.C., and *Pitman*. SOLICITORS: *C. E. W. Ogilvie*; *Corbould, Rigby & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law].

Court of Appeal.

GRAY *v.* **SPYER.** No. 1. 8th and 9th February; 22nd March.

LANDLORD AND TENANT—TENANCY FROM YEAR TO YEAR—TENANCY FOR YEAR CERTAIN—CLAIM TO RIGHT OF PERPETUAL RENEWAL—WORDS "YEAR TO YEAR" NOT HAVING TECHNICAL MEANING—NOTICE TO QUIT—ACCEPTANCE OF RENT AFTER ALLEGED EXPIRATION OF TENANCY—CLAIM TO DECLARATION WITHOUT CONSEQUENTIAL RELIEF.

S was tenant of premises from 25th March, 1917, for one year, with right to renew for two years from March, 1918, by giving two months' notice. In March, 1918, S and the lessor agreed that S should renew for one year only, but with an option to renew again for another year at the end of it. In January, 1919, S wrote that he would exercise his option "if you will now give me an option to continue after 25th March, 1920, from year to year on the same terms, provided that each year before 25th March I give you one month's notice of my intention to continue." The lessor assented, and S drew up an agreement, which was executed by the parties, which stated that the lessor "hereby grants the tenant the option to continue the tenancy after 25th March, 1920, from year to year on the same terms . . . provided that in each year before 25th March, the tenant gives one month's notice in writing of his intention to continue . . ." The lessor sold her interest in the property to G, and on 21st September, 1920, G gave S six months' notice to quit. S, in January, 1921, gave notice of his intention to exercise his option for another year, and G brought an action for a declaration that the notice to quit was good and determined the tenancy. S counter-claimed a declaration that he held the premises as tenant from year to year, with the right of perpetual renewal during the continuance of the interest which had been vested in the original lessor. After the expiration of the notice to quit, G accepted rent from S.

Held, that the right to perpetual renewal was inconsistent with a tenancy from year to year, but that there was in fact no such tenancy. The words "from year to year" had been used in the correspondence and the agreement, and by S in his counter-claim, but the words were not used in their technical sense, and were not the governing part of the clause in the agreement. Also, by accepting rent from S after expiration of the notice to quit G had deprived it of any effect it ever could have had.

Held, further, that S had a legal tenancy with a right in equity to ask for specific performance of the agreement to extend his tenancy in accordance with the option, but he had not asked for specific performance, and, not praying for any consequential relief, was not entitled to a declaration.

Appeal from a decision of Younger, L.J., sitting for Astbury, J. (1921, 2 Ch. 549).

By an agreement in writing dated March 23rd, 1917, Mary Styles (therein called "the Landlord") let certain premises to the defendant, Spyer, for one year from 25th March, 1917, with usual clauses as to repairs, etc., and with the proviso: "The tenant shall have the same right to continue on the same terms as a tenant of the demised premises for a further period of two years calculated from 25th March, 1918; but the tenant shall give two months' notice to the landlord as to whether he will continue the tenancy or not." The expressions "landlord" and "tenant" were expressed to apply to their respective assigns. On 4th January, 1918, Spyer wrote to the landlord, "I do not care to bind myself for a further definite period of two years, and I shall be glad to know whether you will be agreeable to my continuing for another year from 25th March, 1918, with the option to continue for a further year from March, 1919, upon the same terms . . . ." The landlord accepted. In January, 1919, Spyer wrote that he had the option to renew for one year, and added, "I should be disposed to exercise that option if you will now give me an option to continue after 25th March, 1920, from year to year on the same terms, provided that each year, before 25th March, I give you one month's notice of my intention to continue." The landlord assented, and Spyer, who was a solicitor, drew up an agreement, in the form of a memorandum, endorsed upon the existing agreement, in which, after reciting the intention that the landlord should grant an option "to continue the tenancy after 25th March, 1920, from year to year, on the same terms as are contained in the above-written agreement," it was agreed that "the landlord hereby grants the tenant the option to continue the tenancy after 25th March, 1920, from year to year, on the same terms as are contained in the above-written agreement, provided that in each year before 25th March, the tenant gves one month's notice in writing of his intention to continue the tenancy, and that in the event that the tenant desires to leave the premises and put an end to the above agreement on any 25th day of March in any year, he will give two months' notice of that his intention." The memorandum was signed on 23rd January 1919, but was not executed under seal. On 26th August, 1920, the landlord assigned the ground lease under which she held the property to the plaintiff, Gray, and the latter, on 21st September, 1920, gave Spyer notice to quit on 25th March, 1921. On 6th January, 1921, Spyer gave formal notice that he intended to continue his tenancy "for a further year," and accordingly exercised his option to that effect. On 24th January, 1921, Gray commenced this action, claiming (1) a declaration that Spyer was not entitled to a perpetual renewal of the tenancy, (2) In the alternative, rectification of the agreement (not pressed), (3) a declaration that the notice to quit had determined the tenancy. He did not ask for possession of the premises. Spyer counter-claimed a declaration that he held the premises "as tenant from year to year" with the right of perpetual renewal during the continuance of the ground lease, but he did not ask for specific performance of the agreement. After expiration of the notice to quit, Gray accepted rent from Spyer. This fact was not disclosed in the Court below, where Younger, L.J., held that the tenancy was one from year to year, and that to such a tenancy a right of perpetual renewal was repugnant, and must be rejected. He therefore granted a declaration that the tenancy was determined by the notice to quit, and dismissed the counter-claim. Spyer appealed. *Cur. ad vult.*

The Court allowed the appeal.

Lord STERNDALE, M.R., said that it was doubtful whether a case where no consequential relief was claimed was a proper one for a declaration. Claims for declarations used properly were useful, but used improperly, almost amounted to a nuisance. The plaintiff's claim for a declaration was, however, a convenient method for ascertaining the legal position of the parties, without waiting for the time when the notice terminated, and might be for the convenience of both. The difficult question was whether the agreement constituted a tenancy from year to year after March 1920, or only a tenancy for a further year, to March, 1921, with a right in equity, after proper notice given, to continue tenancies for a year indefinitely, within the limits of the leasehold interest. In his counter-claim, the defendant himself claimed a declaration that he was a tenant "from year to year," with the right of perpetual renewal. He (the Master of the Rolls) agreed with Lord Justice Younger that the two things were inconsistent; and there could not be a tenancy from year to year qualified by a right of perpetual renewal, because that right would deprive the tenancy of a necessary incident: the right of the landlord to terminate it by six months' notice to quit. Lord Justice Younger held that there was here in fact a tenancy from year to year, and in his judgment he had said: "In my view, the continuance as tenant from year to year is here not only the governing provision of the clause. It is a term of art with a very definite meaning. Moreover, it is entirely consonant with the short term of tenancy to which by the agreement it is made appendant." Looking at the words of the agreement, however, he (Lord Sterndale) had come to the conclusion that they did not constitute a tenancy from year to year, and that a continuance from year to year was not the governing part of the clause. The governing idea was a tenancy for a year certain, to be renewed as such a tenancy each year by the notice, and the proviso as to renewal showed that the words "from year to year" were not used in their technical sense, but as meaning "each year" or "every year." No declaration should be made for the plaintiff, for the Court should not declare an unnecessary notice effectual. Further, since the writ in the action, the plaintiff had accepted rent from the defendant and had so deprived the notice of any effect it ever could have had. As regards the counter-claim, the defendant had a legal tenancy with a right in equity to ask for (not necessarily to obtain) a decree for specific performance of the agreement to extend his tenancy. He had not asked for it, and it was said on the authority of *Walsh* v. *Lonsdale* (31 W.R. 109; 21 Ch. D. 12), that his agreement giving him a right in equity to a continuance of his tenancy put him upon the same footing as if he had an actual tenancy. But in that case there was no real dispute, and it was taken as admitted that specific performance of the agreement would be granted as a matter of course, whereas in *Swain* v. *Ayres* (36 W.R. 798; 21 Q.B.D. 289), it was laid down that the question whether specific performance would be granted should be raised by distinct

allegations in the pleadings. The appeal would therefore be allowed by setting aside the order made by Younger, L.J., but both claim and counterclaim would be dismissed without any order for costs in the Court of Appeal or below.

WARRINGTON, L.J., and SCRUTTON, L.J., delivered judgments to the same effect.—COUNSEL: For the appellant, *Hildyard*, K.C., and *R. H. Roope Reeve*; for the respondent, *Micklem*, K.C., and *Copping*. SOLICITORS: *Guedalla, Jacobson & Spyer*; *H. J. S. Woodhouse & Co.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

In re BRITISH-AMERICAN CONTINENTAL BANK LTD.; GOLDZIEBER and PENSO'S CLAIM.

P.O. Lawrence, J. 16th, 17th, 28th February; 15th March.

COMPANY—WINDING-UP—CONTRACT TO DELIVER FOREIGN CURRENCY—BREACH—PROOF—DAMAGES—RATE OF EXCHANGE.

The principle for the ascertainment of the correct date for conversion out of one currency into another in an action for damages resulting from breach of contract is not dependent upon the form of the procedure adopted, or on the fact that the court has invited the claimants to state what they claim to be due to them; and accordingly the amount of the damages whenever assessed by the court must always be based on the loss sustained at the date of the breach, and that is the correct date upon which the amount claimed ought to be converted.

Lebeaupin *v.* Crispin (1920, 2 K.B. 714) *followed.*

This was a summons in the winding up of the bank which raised the question as to the proper date at which this claim against the bank ought to be converted from Belgian into English currency so as to fix the amount for which the claimants ought to be admitted as creditors. The facts were as follows: The claimants who were also bankers in Brussels had entered into contracts before the 30th of December, 1920, for the purchase from the bank of certain specified amounts of various foreign currencies, as to one set to be delivered in America on the 31st of December, 1920, at a certain price in Belgian francs, and as to another set to be delivered in America at another price in Belgian francs on the 31st of January, 1921. With regard to the first set the claimants on 3rd January, believing that the bank had delivered the whole of the currency under those contracts, paid to the bank the balance of the purchase money, which the bank accepted in good faith, having previously put their American agents in funds for the purpose of delivering the currency. Shortly after that payment the bank learned that their agents had failed to deliver the currency. On the 5th of January the bank suspended payment and on the next day a creditors' petition was presented to wind it up, and a provisional liquidator and special manager were appointed. On the 10th January, notice of these facts was given to the claimants and they were asked to send in an account of what was due to them. They then discovered that the currency under the first set of contracts had not been delivered, and that the bank were unable to deliver under the second set. On 13th January, in order to fulfil their obligations and also to minimise their loss, they bought for the account of the bank the specified amounts of the foreign currencies to answer the bargain, and incurred a large total loss in Belgian francs. The loss attributable to the breach on the first set of contracts was far greater than that attributable to the breach on the second set. On 25th January the compulsory winding up order was made, and in June the claimants lodged their proof in £ s. d. It was admitted that they had to state in their proof the amount claimed to be due to them at the date of the winding-up order, and also to state it in English currency. The liquidator rejected their proof. He contended that as the claim was for damages for breach of contract, and the amount of the claim was fixed at the date of the breach, the correct date of conversion from Belgian francs into English currency was the date of the breach, that was to say the 31st of December, 1920, in one case and the 13th of January, 1921, in the other case, but the claimants contended that the winding-up order was an invitation to them to come forward and state in English money what they claimed to be due to them on the date of that order, and that accordingly the first occasion for conversion arose when they sent in their proof, and that accordingly the date of the winding-up order was the correct date for the conversion.

P. O. LAWRENCE, J., in the course of a considered judgment said:—The principle for the ascertainment of the correct date for conversion in an action for breach of contract is applicable in the present proceedings, as that principle is in no way dependent upon the form of procedure adopted. Neither the fact that the court invites the claimants to state what they claim to be due to them on the date of the winding-up order, nor the fact that the order would state that the amount to which they were entitled was due to them on that date, has the effect of making that date the correct date for the conversion of the damages from Belgian into English money. The amount of the damages whenever assessed by the court must according to the authorities always be based on the loss sustained on the date of the breach of the contract, and that date is in my judgment the correct date on which such a claim as that of the claimants ought to be converted into English currency for the purpose of ascertaining the amount for which the claimants ought to be admitted as creditors in the winding-up: *Di Fernando* v. *Simon* (1920, 2 K.B. 704; 1920, 3 K.B. 409); *Barry* v. *Van den Hurk* (1920, 2 K.B. 709); *Lebeaupin* v. *Crispin* (*supra*); and *s.s. Celia* v. *s.s. Volturno* (1921, 2 A.C. 544). I am further of the opinion that the claim is not one for an account within the meaning of the actual decision in *Manners* v. *Pearson & Son* (1898, 1 Ch. 581). The claimants are accordingly admitted as creditors for an amount to be ascertained on the footing that the correct date for conversion as to so much of the claim as is based on a breach of the first set of contracts is 31st December, 1920, and as to so much of the claim as is based on the breach of the second set is 13th January, 1921.—COUNSEL: *Clauson*, K.C., and *J. W. F. Beaumont*; *Schiller*, K.C., and *G. M. Hilbery*. SOLICITORS: *E. & J. Mote*; *Henry Hilbery & Son.*

[Reported by L. M. MAY, Barrister-at-Law.]

In re BRITISH-AMERICAN CONTINENTAL BANK LIMITED; CREDIT-GENERAL LIEGERON'S CLAIM.

P. O. Lawrence, J. 16th, 17th, 28th February; 15th March.

COMPANY—WINDING-UP—BREACH OF CONTRACT—PROOF—OVERDRAFT—RATE OF EXCHANGE—DATE OF CONVERSION FROM FOREIGN CURRENCY INTO ENGLISH CURRENCY.

The principle that in an action brought in England either for breach of contract or for tort, where the damage is fixed and is due to conditions determined at a particular date but has to be assessed in a foreign currency, the date for conversion into English currency is the date when the breach or the tort was committed and not the date of the judgment, is applicable to an action brought in England for the recovery of a debt payable in a foreign country in foreign currency.

Manners *v.* Pearson & Son (1899, 1 Ch. 581), *followed.*

This was a summons in the winding-up of the bank. The court was asked to determine the correct date on which a debt due from the bank to the Belgian claimants in Belgium, in Belgian currency, ought to be converted into English money for the purpose of ascertaining the amount for which the claimants were to be admitted as creditors in the winding-up. The claimants carried on business at Brussels and the bank kept an account there in Belgian currency. On the 10th of January, 1921, the claimants were asked by the bank to send in an account of what was due to them from the bank down to the close of the bank's business. They sent in a statement which showed a large overdraft in francs. The correctness of the account was not disputed and the overdraft was due to the claimants in Brussels on the 10th of January, 1921. The claimants lodged their proof in the winding-up of the bank and claimed such a sum in sterling as would produce an amount stated in francs, being the balance of the account due from the bank to them on the 10th of January, 1921. The liquidator rejected their proof on two grounds, first, because the amount had not been stated in English money, and secondly, because the amount due at the date of the order to wind-up the bank, which was the 25th of January, was not stated. The question was whether the francs ought to be converted into English money at the rate of exchange prevailing on the date when the account was closed, or whether at the rate of exchange prevailing at the date of the winding-up order.

P. O. LAWRENCE, J., after stating the facts, said:—This is a claim by bankers against their customers in respect of an overdraft, and according to the principle laid down in *Joachimson* v. *Swiss Bank Corporation* (1921, 3 K.B. 110), the claim is for a debt which became due from the bank to the claimants in Brussels in Belgian currency, on January 10th, 1921. The question is to be determined in the winding-up, as if the court were sitting on 25th January, 1921, to try an action brought by the claimants for recovery of a debt, and in accordance with my decision, just given in *Goldzeeker and Pinso's Case* (*supra*), the date to be fixed for the conversion is 10th January, 1921, and not the date of the winding-up order. It has been finally settled in *s.s.* "*Celia*" v. *s.s.* "*Volturno*" (1921, 2 A.C. 544), that in an action brought in England either for breach of contract or for tort, where the damage is fixed and is due to conditions determined at a particular date, but has to be assessed in a foreign currency, the date for conversion into English money is the date when the breach or the tort was committed, and not the date of the judgment. The principle affirmed by that decision, in my judgment, applies to an action brought in England for the recovery of the debt payable in a foreign country in foreign currency, as the amount of the debt for the purpose of being expressed in the judgment in English currency, must be converted into English currency according to the rate of exchange prevailing between the two countries, and such conversion is based on damages for breach of the contract to deliver the thing bargained for at the appointed time and place; consequently, the date of conversion must be the date of the breach and not the date of the judgment. Vaughan Williams, L.J., in *Manners* v. *Pearson & Son* (1899, 1 Ch. 581), took the view that the plaintiff there was seeking to recover a debt, and not seeking an account, and that the date for conversion was the date when each debt became due in Mexico. That judgment of the Lord Justice and the decision in *Scott* v. *Bevan* (1831, 2 B. & Ad. 78) (upon which that judgment was in a large measure based), were held by the House of Lords in *s.s.* "*Celia*" v. *s.s.* "*Volturno*" (*supra*), and by the Court of Appeal in *Di Ferdinando* v. *Simon* (1920, 3 K.B. 409), to furnish an accurate guide to the principle to be applied in actions for damages for breach of contract, and in neither tribunal was it suggested that Vaughan Williams, L.J., was wrong in applying that principle to an action for recovery of a debt. In *Societe des Hotels du Touquet-Paris-Plage* v. *Cumming* (1921, 3 K.B. 459), Avory, J., in applying the principle laid down in those cases, held that the correct date for conversion in the case of a debt was the date when it became due in France. I do not share the doubt expressed by Atkin, L.J., when that case was on appeal, as to whether the decision of *Scott* v. *Bevan*, and Vaughan Williams, L.J.'s judgment in *Manners* v. *Pearson & Son*, covered the case of

an action to recover a debt, and I do not feel at liberty to depart from the principle which I consider to be established by those cases; and agreeing with the reasons given by Avory, J., I order that the claimants shall be admitted as creditors in the winding-up for such a sum in English money as is equivalent to 150,396 francs, at the rate of exchange prevailing on 10th January, 1921.—COUNSEL: *Wilfrid Hunt; Schiller*, K.C., and *Hilbery*. SOLICITORS: *Stephenson, Harwood & Tatham; Henry Hilbery and Son*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* **SPECIAL COMMISSIONERS OF INCOME TAX;** *ex parte* **RANK'S TRUSTEES.** Divisional Court. 13th January.

REVENUE—INCOME TAX—EXEMPTION—"CHARITABLE PURPOSES"—TRUST ESTABLISHED NOT NECESSARILY FOR CHARITABLE PURPOSES ONLY—INCOME TAX, 1842 (5 & 6 Vict., c. 35), s. 105—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), s. 37 (1) (*b*).

A fund was settled by deed upon such trusts for the benefit of such persons, institutions or purposes as the donee of the power of appointment should by writing or by will appoint, and, in default of appointment, for certain specified charitable purposes. The donee of the power exercised it in favour of charitable purposes only.

Held, that in order that the exemption from payment of income tax in respect of the fund might be obtained, it was necessary to show that the trust was for charitable purposes only, and that, although the power was in fact exercised in favour of a charity, there was no binding obligation on the donee of the power to exercise in that way and the fund in question was not exempted from payment of income tax.

Rule nisi. By an indenture of 7th March, 1917, certain moneys were settled by Joseph Rank upon the trusts therein specified. By clause 3 thereof it was provided as follows: "The trustees shall stand possessed of" [the trust funds] "upon such trusts for the benefit of such persons institutions or purposes as the said Joseph Rank shall by any writing under his hand or by will appoint." By clause 4 it was provided: "In default of and subject to any such appointment by the said Joseph Rank the trustees shall stand possessed of the trust funds and the income thereof for such purposes connected with and for the benefit of the Wesleyan Methodist Church and to be applied in such manner as the trustees . . . shall in their absolute discretion determine." Income tax was paid or deducted in respect of the settled funds for the three years ending 5th April, 1920, and during that period the trustees paid the dividends and income of the funds to and for certain charitable institutions specified in written directions given to them from time to time by Mr. Rank. By a deed poll of 4th March, 1921, supplemental to the deed of 7th March, 1917, Mr. Rank exercised his power under that deed and appointed that the trustees "should hold the trust funds and income of the trust funds on such trusts for the benefit of such religious or other charitable purposes as he should appoint or direct by writing or by will and in default of and subject to such direction and appointment for such charitable purposes connected with and for the benefit of the Wesleyan Methodist Church and to be applied in such manner as the trustees should in their absolute discretion determine." The trustees applied to the Special Commissioners of Income Tax under s. 105 of the Income Tax Act, 1842, and s. 37 of the Income Tax Act, 1918, for exemption from tax under Schedule D and for repayment. The application was refused and they obtained a *rule nisi* for a mandamus to the Commissioners to show cause why the claim for exemption should not be allowed. By s. 37 of the Act of 1918 (which came into operation during the period for which exemption from payment of income tax was claimed) it is provided: (1) "Exemption shall be granted—(*b*) from tax under Schedule C in respect of any interest, annuities, dividends or shares of annuities, and from tax under Schedule D in respect of any yearly interest or other annual payment forming part of the income of any body of persons or trust established for charitable purposes only, or which, according to the rules or regulations established by Act of Parliament, charter, decree, deed of trust, or will, are applicable to charitable purposes only, and so far as the same are applied to charitable purposes only."

Lord TREVETHIN, C.J., in delivering judgment, said that it was agreed that the provisions of the two Acts with regard to the point at issue were the same. It was clear from clause 3 of the deed that Mr. Rank was empowered to appoint in favour of persons and things not charitable; in order, however, that the funds might be exempted from tax it must be shown that the trust was for charitable purposes only. This was not the case having regard to clause 3 of the deed. Although the power was in fact exercised in favour of a charity, there was no binding obligation to exercise the power in that way, and a trust, which was in law a trust for charitable purposes only, was not established by the deed. The rule therefore failed and must be discharged.

AVORY, J., and MCCARDIE, J., concurred.—COUNSEL: *Sir Gordon Hewart*, K.C. (Attorney-General), and *R. P. Hills; Sir William Finlay*, K.C., and *Bremner*. SOLICITORS: *Solicitor to the Inland Revenue; C. E. Gresham*.

[Reported by J. L. DENISON, Barrister-at-Law.]

TOWNSEND *v.* **CHARLTON.** Div. Court. 10th and 21st February.

LANDLORD AND TENANT—EMERGENCY LEGISLATION—DISTRESS FOR RENT—COUNTY COURT JUDGE—DISCRETION—COURTS (EMERGENCY POWERS) ACT, 1914 (4 & 5 Geo. 5, c. 78), s. 1 (1), (*b*), (2)—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 5 (2), 6.

A landlord made an application under the Courts (Emergency Powers) Acts, 1914-1917, and the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, for leave to levy a distress for rent. It was admitted that the tenant was not under inability to pay the amount by reason of circumstances directly or indirectly attributable to the recent war, but it was contended by the tenant that, having regard to the Statute of 1920, there was a bonâ fide dispute between himself and the landlord as to the amount due.

Held, that the discretion to be exercised as to the making of an order giving leave to levy a distress was not limited to the question of the ability or inability of the tenant to pay the rent on account of circumstances attributable directly or indirectly to the war, but that, in an application under s. 6 of the Act of 1920, a tenant should be admitted to shew, if he could, that there was a bonâ fide dispute as to the amount payable, and that the discretion of the court should only be exercised after due enquiry had been made into the questions arising out of such an application.

Appeal from the Nottingham County Court. The appellant was the tenant of premises at Old Chilwell, Nottingham, to which the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, applied. The respondent was the landlord of the premises. In October, 1921, the tenant was summoned to appear before the Registrar of the Nottingham County Court on the hearing of an application by the landlord to levy a distress for rent amounting to £20 17s. 1d. The summons was intituled In the matter of the Courts (Emergency Powers) Acts, 1914 to 1917, and In the matter of the above-mentioned Act of 1920. At the hearing in November, 1921, the Registrar granted the application. In December, 1921, the tenant applied to the Deputy County Court Judge to rescind the order of the Registrar, on the ground that, while admitting that he was under no inability to pay the sum on account of circumstances attributable directly or indirectly to the war, there was a *bona fide* dispute between himself and the landlord as to the amount of rent due to the landlord. He alleged that the amount due was £5 14s. 6d.; that he had tendered that sum, and that leave ought not to be given to levy the distress for the larger sum. His contention was based upon the provisions of the Increase of Rent and Mortage Interest (Restrictions) Act, 1920. The County Court Judge refused the application on the ground that the matter was concluded by the admission that there was no inability on the part of the tenant to pay the amount for which leave to distrain was asked. By s. 1 of the Courts (Emergency Powers) Act, 1914, it is provided:—"(1) From and after the passing of this Act no person shall—(*b*) levy any distress . . . except after such application to such court and such notice as may be provided for by rules or directions under this Act (2) If, on any such application, the court to which the application is made is of opinion that time should be given to the person liable to make the payment on the ground that he is unable immediately to make the payment by reason of circumstances attributable, directly or indirectly, to the present war, the court may, in its absolute discretion, after considering all the circumstances of the case, and the position of all the parties, by order, stay execution or defer the operation of any such remedies as aforesaid, for such time and subject to such conditions as the court thinks fit." By s. 5 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, it is provided: "(2) At the time of the application for or the making or giving of any order or judgment for the recovery of possession of any such dwelling-house, or for the ejectment of a tenant therefrom, or in the case of any such order or judgment which has been made or given, whether before or after the passing of this Act, and not executed at any subsequent time, the court may adjourn the application, or stay or suspend execution on any such order or judgment, or postpone the date of possession, for such period or periods as it thinks fit, and subject to such conditions (if any) in regard to payment by the tenant of arrears of rent, rents or mesne profits and otherwise as the court thinks fit, and, if such conditions are complied with, the court may, if it thinks fit, discharge or rescind any such order or judgment." By s. 6 it is provided: "No distress for the rent of any dwelling-house to which this Act applies shall be levied except with the leave of the county court, and the court shall, with respect to any application for such leave, have the same or similar powers with respect to adjournment, stay, suspension, postponement and otherwise as are conferred by the last preceding section of this Act in relation to applications for the recovery of possession . . . The provisions of this section shall be in addition to and not in derogation of any of the provisions of the Courts (Emergency Powers) Act, 1914, or any act amending or extending the same, except so far as those provisions are repealed by this Act."

ACTON, J., in delivering the considered judgment of the court, said that the application for leave to levy the distress for the rent was an application not only under s. 1 (1) (*b*) and (2) of the Courts (Emergency Powers) Act, 1914, but also under s. 6 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. Upon such an application the discretion to be exercised as to leave to levy distress was, in the opinion of the court, not limited to the question as to whether there was or was not on the part of the tenant an inability to pay the amount alleged to be due as rent attributable, directly or indirectly, to the war, but such discretion might and should be excercised only after due enquiry into questions such as

those which the learned Deputy Judge was invited to consider. In an application under s. 6 of the Act of 1920 a tenant should be admitted to shew, if he could, that there was a reasonable and *bona fide* dispute as to the amount of rent due or payable, and if he shewed that, such order as might be appropriate to the circumstances of each particular case should be made upon such terms and conditions as might be thought fit. This did not appear to be "an ordinary case of landlord and tenant," as had been contended on behalf of the landlord. In an ordinary case the landlord had no right to distrain unless the tenant was to pay a rent certain (Halsbury, Laws of England, Vol. XI, p. 122, s. 211). Under the Act of 1920, however, the rent payable depended not merely upon agreement between landlord and tenant, but also upon the application in each case of complex and difficult statutory enactments; and even when that had been done, the rent thereby arrived at as payable was not payable unless certain conditions precedent to the tenant's liability to pay and the landlord's right to enforce payment had been fulfilled. In the present case, it was, as they understood, contended that upon the application of these complex and difficult statutory enactments a very large amount of the rent claimed could in no event be due from the tenant at all and also that statutory conditions precedent to the tenant's liability to pay it had not been fulfilled. Those were matters which gave rise to considerations totally inapplicable to an "ordinary case of landlord and tenant." It seemed that it would stultify the functions of a Court of Justice if it were held that that court was bound, without any inquiry or consideration as to these matters, to give leave to levy a distress for an amount of rent which the same court might subsequently be obliged to determine upon inquiry and consideration was by the operation of the Act of 1920 never due from or payable by the tenant at all. It was alleged that the practice in several County Courts was in accordance with the contentions unsuccessfully put forward on behalf of the landlord in this case. If that were so the practice was in their lordships' opinion erroneous and should not be continued. The appeal must be allowed and the case must be remitted to the County Court Judge to be dealt with in accordance with the law as indicated in their lordships' judgment.—COUNSEL: *St. John Field*; *Davenport*. SOLICITORS: *Clinton and Co.*, for *Day & Johnson*, Nottingham; *Corbin, Greener & Cook*, for *Huntsman & Donaldson*, Nottingham.

[Reported by J. L. DENISON, Barrister-at-Law.]

CASE OF LAST SITTINGS.

Court of Appeal.

ABRAHAMS v. HERBERT REACH LIMITED.

No. 2. 2nd December, 1921

DAMAGES—BREACH OF CONTRACT—PUBLISHER AND AUTHOR—AGREEMENT TO PUBLISH ARTICLES IN BOOK FORM—REPUDIATION BY PUBLISHER—MEASURE OF DAMAGES.

Where a firm of publishers agreed to publish certain articles in a magazine and then to publish them in book form, and agreed to pay the authors a royalty on each copy of the book sold, but afterwards, after publishing the articles in the magazine, refused to publish them in book form, the measure of damages for the breach of contract must be based on so many copies of the book as would constitute a reasonable publication of the book.

Appeal from the judgment of Sankey, J., on the trial of an action without a jury. The action was brought by the plaintiffs, who were authors and who were celebrated athletes and members of the medical profession. They claimed damages from the defendants for breach of contract to publish a book composed of articles on training for athletics, written by the plaintiffs, who were expert authorities on that subject. The defendants were the publishers of the "Badminton Magazine." In 1919 they entered into a contract to print and publish in their magazine a series of articles on the subject of training for athletics, written by the plaintiffs. The articles were to be illustrated with photographs, and it was further agreed between the parties that they were to be collected together, after being published in the magazine, and published in the form of a book. The authors, the plaintiffs, were to be paid at the rate of £1 per 1,000 words for the articles, and a royalty of 4d. per copy of the book sold. The articles were duly published in the magazine in accordance with the agreement, but having done that, the defendants refused to carry out the other part of the agreement, namely, to publish the articles in book form. The action was brought to recover damages for that breach, and the question arose as to the measure of damages. Sankey, J., awarded the plaintiffs £500 damages for the defendants' breach of contract. The defendants appealed, and contended that the damages were excessive.

BANKES, L.J., in giving judgment, said that the learned judge (Sankey, J.) held that the contract was proved, and the question was what was the amount of the damages. The rule in *Reade* v. *Bentley* (1890, 25 Q.B.D. 107) applied; where a publisher agreed to publish a book, he must publish it, but was not bound to continue publishing it. The author could determine the agreement after the publication of an edition unless the agreement provided otherwise. It was contended, on behalf of the defendants, that the agreement in this case was one which could be performed in one of several ways, and that, accordingly, the party complaining of the breach must be content to have the damages assessed on the basis which was least onerous to the defendants. But the contract in this case was not one of those contracts which could be dealt with in that way. This contract imposed only one obligation on the defendants, namely, to publish the book, and the question was, what amount of publication would satisfy that obligation. The publishers had a very wide discretion with regard to the number of copies of the book to be published, the time of publication, the price, as well as the form of the book. They had, however, repudiated their obligation altogether, and the question for the court was what would have been the position of the plaintiffs if the defendants had carried out their contract. Various matters had to be taken into account, but the parties had left the learned judge below in a difficult position, owing to the lack of materials placed before the Court, and the learned judge had made an estimate which was too generous to the plaintiffs, and the judgment for £500 damages must be set aside and a judgment for £100 must be substituted for it, that sum being a sum which we consider a fair assessment.

SCRUTTON, L.J., in the course of his judgment, said that the contract was so vague in its terms that it was difficult to say what it meant. It contemplated the publication of a book and the sale of copies of the book, but nothing was said about the number of copies to be printed, or the price at which they were to be sold, or the time of publication. The appellants, the publishers, were bound to make such a publication as would be reasonable in the circumstances. In assessing the damages regard should be had to the edition of the book which would have been a performance of the contract, and the authors could not recover more than they would have suffered if they had themselves acted reasonably. Bearing in mind these considerations, his lordship did not dissent from the damages being assessed at £100, although he thought that the authors might have got much less.

ATKIN, L.J., agreed that on the whole £100 was a fair assessment of the damages. The transaction resembled an agreement for a joint adventure, but falling short of a partnership. To adjust the rights of the parties the only method of assessing the damages was to form a reasonable estimate of the amount the authors would be in pocket if the publishers had carried out their contract; and the court must consider everything likely to affect the profits in any way. Such things as the nature and popularity of the book and its subject, the reputation of the authors, the price of the book and the business capacity of the publishers should be carefully considered. At the same time allowances must be made for the cost of publication, the risks attached to the publication, and the fluctuations in the public taste for such literature. The proper method of assessment of the damages was to make a reasonable calculation, having due regard to all these considerations, of the amount which the authors were out of pocket by reason of the appellants' failure to carry out their contract. The actual result arrived at by Sankey, J., was too favourable to the authors, and the damages must be reduced to £100.

Appeal allowed.—COUNSEL: *W. A. Jowitt*; *H. G. Robertson*. SOLICITORS: *L. F. Callingham*; *Crossman, Block, Matthews & Crossman*, for *Wade Gery & Brackenbury*, St. Neots.

[Reported by T. W. MORGAN, Barrister-at-Law.]

In Parliament.

House of Commons.

Questions.

MARRIED WOMEN (PRESUMPTION OF COERCION).

Mr. RAPER (Islington, East) asked the Attorney-General whether it is now proposed to take steps to repeal the law by which wives charged jointly with their husbands with certain criminal offences are presumed to have acted under the coercion of their husbands, and by which juries are compelled to find a verdict of not guilty?

The ATTORNEY-GENERAL (Sir Ernest Pollock): The question whether any, and if so what, alteration in the law is desirable deserves and will receive careful consideration. The Lord Chancellor proposes, after consultation with me, to set up a small but highly expert Committee to make a report to him on the subject as a whole. The decision as to whether any alteration should be made will not be taken until such a report has been received. (22nd March.)

BANKRUPTCIES (GAMING LOSSES).

Sir F. HALL (Dulwich) asked the President of the Board of Trade whether, in bankruptcies in which the creditors have appointed a Committee of Inspection, the Board of Trade have issued instructions to the Trustees in Bankruptcy to take proceedings for the recovery of gaming losses paid by the bankrupt by cheque?

Mr. BALDWIN: No, Sir. In such cases the acts of a Trustee in Bankruptcy are subject to the authority not of the Board of Trade but of the Committee of Inspection. I would refer my hon. friend to Section 56 of the Bankruptcy Act of 1914.

Sir F. HALL: Am I to understand that it rests with the inspector to see whether proceedings should or should not be taken?

Mr. BALDWIN: It rests with the Committee of Inspection.

INDUSTRIAL ASSURANCE BILL.

Mr. W. GRAHAM (Edinburgh, Central) asked the Home Secretary whether he is now in a position to state the date on which the Government will introduce the Industrial Assurance Bill; and, if not, whether he will take steps to expedite the matter, in view of the large number of industrial policies now lapsing owing to prevailing unemployment?

Mr. SHORTT: I am not in a position to give a date, but I am anxious that the matter shall be dealt with without delay, and I hope it will be possible to introduce the Bill shortly. (27th March.)

Bills in Progress.

Child Murder (Trial) Bill.—Reported, with Amendments, from Standing Committee A.

Bill, as amended, to be taken into consideration upon Wednesday, 5th April. [Bill 71.] (28th March.)

Bills Presented.

The Whale Fisheries (Scotland) (Amendment) Bill—"to make further provision with respect to the cancelling or suspending of licences under The Whale Fisheries (Scotland) Act, 1907": Mr. Munro. [Bill 60.] (23rd March.)

The Unemployment Insurance Bill—"to amalgamate the rates of contribution and the rates of benefit under the Unemployment Insurance Acts, 1920 and 1921, and The Unemployed Workers' Dependants (Temporary Provision) Act, 1921, otherwise to amend the Unemployment Insurance Acts, 1920 and 1921, and to repeal The Unemployed Workers' Dependants (Temporary Provision) Act, 1921, and for purposes connected therewith": Dr. Macnamara. [Bill 62.] (28th March.)

The Land Nationalisation Bill—"to provide for the nationalisation of land in Great Britain and the abolition of private property therein": Mr. Walter Smith. [Bill 65.]

The Audit (Local Authorities, etc.) Bill—"to make provision with respect to the period for which certain accounts, subject to audit by district auditors, are to be made up and audited; to authorise the holding of extraordinary audits of any such accounts; and to enable the councils of municipal boroughs to adopt the enactments relating to audit by district auditors": Sir Alfred Mond. [Bill 66.] (27th March.)

The Harbours, Docks, and Piers (Temporary Increase of Charges) Bill—"to amend and extend the duration of the Harbours, Docks, and Piers (Temporary Increase of Charges) Act, 1920": Mr. Neal. [Bill 68.]

The Oxford and St. Albans Wine Privileges (Abolition) Bill—"to abolish certain rights and privileges of the city of Oxford and of the city of St. Albans in connection with the sale of wine and the granting of licences therefor, and for purposes incidental thereto": Mr. Hilton Young. [Bill 69.]

The British Nationality (Married Women) Bill—"to amend the British Nationality and Status of Aliens Acts, 1914 and 1918, so far as affects Married Women": Sir John Butcher (on leave given). [Bill 70.] (28th March.)

House of Lords.

Bills in Progress.

The Juries Bill considered in Committee and amended. (23rd March.)

The Irish Free State (Agreement) Bill passed with amendments and returned to the House of Commons. (27th March.)

The Law of Property Bill considered in Committee, and all the 189 Clauses and the Schedules agreed to.

The Juries Bill considered on Report. (28th March.)

The Law of Property Bill and the Juries Bill passed and sent to the Commons. (29th March.)

New Orders, &c.

Order in Council.

ALTERATION OF COUNTY COURT DISTRICTS.

1. So much of the Parish of Welwyn Garden City as is within the District of the County Court of Hertfordshire held at Barnet and St. Albans shall be detached from and cease to form part of that District, and shall be transferred to and form part of the District of the County Court of Hertfordshire held at Hertford.

2. The District of the said Court held at Barnet and St. Albans shall be divided into two Districts in manner following:—

(*a*) the Parishes set out in the First Schedule to this Order shall form a separate District in which a Court shall be held at Barnet by the name of the County Court of Hertfordshire held at Barnet;

(*b*) the Parishes set out in the Second Schedule to this Order shall form a separate District in which a Court shall be held at St. Albans by the name of the County Court of Hertfordshire held at St. Albans.

3. In this Order "Parish" shall have the same meaning as in the County Courts (Districts) Order in Council, 1899, provided that the boundaries of every Parish mentioned in this Order shall be those constituted and limited at the date of this Order.

4. This Order shall come into operation on the 1st day of April, 1922, and the County Courts (Districts) Order in Council, 1899, shall have effect as amended by this Order.

3rd March.

SCHEDULE I.

Parishes forming Barnet County Court District.

Arkley, Barnet Vale, Chipping Barnet, East Barnet, Elstree, Hadley, Monken Hadley, Ridge, Shenley, South Mimms Urban, Totteridge, Finchley, Friern Barnet, South Mimms, Northaw, so much of the Parish of Hendon as is not comprised within the District of Marylebone County Court or the District of Bloomsbury County Court, and so much of the Parish of Enfield as is not comprised within the District of Edmonton and Wood Green County Court.

SCHEDULE II.

Parishes forming St. Albans County Court District.

Harpenden Rural, Harpenden Urban, Redbourn, Saint Alban, Saint Michael Rural, Saint Peter Rural, Saint Stephen, Sandridge Rural, Wheathampstead, Hatfield, North Mimms, Flamstead, Great Gaddesden, Hemel Hempstead.

[*And see next page*].

JUDICIAL COMMITTEE FEES.

By Order of 15th March, 1922, Sched. C. II to the Judicial Committee Rules, 1908, has been further amended, and is now as follows:—

SCHEDULE.

LIST OF COUNCIL OFFICE FEES CONTAINED IN SCHEDULE C. II TO THE JUDICIAL COMMITTEE RULES, 1908, AS AMENDED BY ORDERS IN COUNCIL OF THE 23RD MAY, 1916, THE 9TH MARCH, 1921, AND THE 15TH MARCH, 1922.

	£	s.	d.
Entering Appearance	1	0	0
Amending Appearance	0	10	0
Examining proof print of Record with the Certified Record at the Privy Council Office (chargeable to Appellant only) .. a day	2	0	0
.. half a day	1	0	0
Lodging Petition of Appeal	3	0	0
Lodging Petition for Special Leave to Appeal	2	0	0
Lodging any other Petition	1	0	0
Lodging Case	2	0	0
Setting down Appeal (chargeable to Appellant only)	5	0	0
Setting down Petition for Special Leave to Appeal (chargeable to Petitioner only)	2	0	0
Setting down any other Petition (chargeable to Petitioner only)	1	0	0
Summons	1	0	0
Committee Report on Petition	2	0	0
Committee Report on Appeal	3	0	0
Original Order of His Majesty in Council determining an Appeal	5	0	0
Any other Original Order of His Majesty in Council	3	0	0
Plain Copy of an Order of His Majesty in Council	0	5	0
Original Order of the Judicial Committee	2	0	0
Plain Copy of Committee Order	0	5	0
Lodging Affidavit	0	10	0
Certificate delivered to Parties	0	10	0
Lodging Caveat	1	0	0
Subpœna to Witnesses	0	10	0

Taxing Fee 6d. for each pound allowed, or a fraction thereof, up to £300, and one per cent. beyond that sum, calculated at the rate of 5s. for each £25, or a portion thereof.

[*Gazette*, 24th March.

ENFORCEMENT OF JUDGMENTS.

It is hereby ordered as follows:—

Part II of the Administration of Justice Act, 1920, shall extend to the parts of His Majesty's Dominions outside the United Kingdom hereunder mentioned:—

The Colony of Nigeria.

The Straits Settlements.

Also to:—

The Protectorate of Nigeria.

And to the territory in respect of which a mandate is being exercised by His Majesty's Government hereunder mentioned:—

The Tanganyika Territory.

Gazette, 15th March.] [*Gazette*, 17th March.

Board of Trade Order.

THE IMPORTATION OF PLUMAGE (No. 1) ORDER, 1922.

The Board of Trade, in pursuance of the powers conferred upon them by Section 2, Sub-section 3, of the Importation of Plumage (Prohibition) Act, 1921 (11 and 12 Geo. 5, chapter 16), and of all other powers enabling them in that behalf, having taken into consideration a recommendation made in the matter by the Advisory Committee appointed under Section 3 of the said Act, hereby make the following Order :—

1. This Order may be cited as the Importation of Plumage (No. 1) Order, 1922.

2. There shall be added to the Schedule to the said Act the name of the bird Rhea Rothschildi (Order Rheiformes).

25th March. [*Gazette*, 28th March.

County Courts Orders.

BARNET AND ST. ALBANS COUNTY COURTS.

[*Recitals.*]

Now, therefore, I, Frederick Viscount Birkenhead, Lord High Chancellor of Great Britain, by virtue of the County Courts Act, 1888, and all other powers enabling me in that behalf, Do hereby Order as follows :—

1. His Honour Judge Sturges shall be the Judge of the District of the County Court of Hertfordshire held at St. Albans in lieu of the District of the County Court of Hertfordshire held at Barnet and St. Albans; and

2. His Honour Judge Crawford shall be the Judge of the District of the County Court of Hertfordshire held at Barnet, in addition to the Districts of which he is now the Judge.

24th March. *Birkenhead*, C.

THE COUNTY COURTS BANKRUPTCY AND COMPANIES WINDING-UP JURISDICTION (BARNET) ORDER, 1922.

Whereas by an Order of the Lord Chancellor, dated the 24th day of September, 1917 (S.R. & O., 1917, No. 1208), the County Court of Hertfordshire held at Barnet was excluded from having jurisdiction in bankruptcy and in the winding-up of companies and for the purposes of that jurisdiction the District of the said Court was attached to the County Court of Hertfordshire held at St. Albans;

And whereas by an Order in Council, dated the 24th day of September, 1917 (S.R. & O., 1917, No. 1011), the Districts of the said Courts were consolidated under the name of the County Court of Hertfordshire held at Barnet and St. Albans;

And whereas by virtue of an Order in Council dated the 3rd day of March, 1922 (S.R. & O., 1922, No. 246), and coming into operation on the 1st day of April, 1922, the District of the said Court held at Barnet and St. Albans will be divided into two Court Districts as therein defined, and in one of those Districts a Court will be held by the name of the County Court of Hertfordshire held at Barnet, and in the other District a Court will be held by the name of the County Court of Hertfordshire held at St. Albans;

And whereas it is desirable that from the commencement of the last-mentioned Order in Council, the County Court held at Barnet should have jurisdiction in bankruptcy and in the winding-up of companies;

Now, therefore, I, Frederick Viscount Birkenhead, Lord High Chancellor of Great Britain, by virtue of the powers vested in me by section 96 of the Bankruptcy Act, 1914 (4 & 5 Geo. 5, c. 59), section 131 of the Companies (Consolidation) Act, 1908 (8 Edw. 7, c. 69), and rule 127 of the Bankruptcy Rules, 1915 (S.R. & O., 1914, No. 1824), and of all other powers enabling me in that behalf, do hereby order and declare as follows :—

1. The above-mentioned Order of the Lord Chancellor, dated the 24th day of September, 1917, shall be revoked.

2. This Order shall not affect any bankruptcy or winding-up matters pending in the County Court of Hertfordshire held at St. Albans on the 1st day of April, 1922.

3. This Order may be cited as the County Court Bankruptcy and Companies Winding-up Jurisdiction (Barnet) Order, 1922, and shall come into operation on the 1st day of April, 1922, and shall be read with the County Courts (Bankruptcy and Companies Winding-up) Jurisdiction Order, 1899 (S.R. & O., 1899, No. 351), which shall have effect as amended by this Order.

27th March. *Birkenhead*, C.

Committee.

The Board of Control have, with the approval of the Minister of Health, appointed the following two committees :—

(1) To consider the dietaries in county and borough mental hospitals, and to report what changes, if any, are desirable, and whether a minimum dietary scale should be fixed :—

Dr. R. W. Branthwaite, C.B., M.D. (chairman), Commissioner of the Board of Control; Mr. M. Greenwood, M.R.C.P., M.R.C.S., Medical Officer (Medical Statistics), Ministry of Health; Mr. R. Worth, O.B.E., M.B., Medical Superintendent, Springfield Mental Hospital, Tooting; and Mr. L. O. Fuller, M.R.C.S., L.R.C.P., Medical Superintendent, Three Counties Mental Hospital, Arlesey, Beds.

(2) To consider the clinical and other records which are kept in county and borough mental hospitals and to report in what ways the system of keeping these records can be improved and what alterations in the Commissioners' Rules in regard to them are desirable :—

Mr. A. Rotherham, M.B. (chairman), Commissioner of the Board of Control; Mr. H. A. Kidd, C.B.E., M.R.C.S., L.R.C.P., Medical Superintendent, West Sussex County Mental Hospital, Chichester; and Mr. S. J. Gilfillan, O.B.E., M.B., Medical Superintendent, London County Mental Hospital, Colney Hatch.

Societies.

Sheffield District Incorporated Law Society.

(*Continued from Page* 371.)

Legal Education.—The Committee is pleased to be able to report a satisfactory attendance of articled clerks at the University. During the session 1920-21, out of 41 students in the Faculty of Law, 17 were either articled clerks or intending articled cl rks, and nine of the 17 were reading for the law degree. The figures for the present session are, 39 students in the Faculty, 15 of whom are articled clerks. Seven articled clerks are reading for a law degree. The Law Society have materially increased their grant to the Yorkshire Board of Legal Studies, which is mainly for the benefit of the Universities of Leeds and Sheffield, and it is now £500. Efforts have been made to increase the membership of the Board in this district, with considerable success, 11 members or firms having either joined afresh or rejoined. The Committee trusts that any members who have not yet joined the Board will consider the desirability of doing so, and thus help on in this district the cause of legal education, which tends to improve the standard and status of the profession. The Law Society, after obtaining expressions of opinion from the Provincial Law Societies, decided to revive the separate Honours Examination, and in doing so took the opportunity of making certain changes, the desirability of which are open to question. New subjects of examination have been added, namely, Legal History and either Constitutional Law or Private International Law, as the student may select. The Committee, in communicating their approval of the revival of the old Honours Examination as a separate examination, intimated that they were not in favour of including in the examination any additional subjects beyond those fixed for the Solicitors' Final Examination. The conflicting claims of theory and practice on the time of an articled clerk will no doubt always be a matter of difference of opinion; but many practising solicitors will view with concern an innovation which tends to shorten still further the time that their articled clerks can reasonably be expected to devote to practical work in the office.

The Associated Provincial Law Societies.—The work of this Association during the past year has, as usual, been of great practical importance and utility. Among other subjects (in addition to those already referred to in this Report) on which the Association is fighting the battles, or smoothing over the difficulties of the profession are :—The allowance to solicitors of commission on issues or conversion of Government Stock; solicitors' costs in the county court; Inland Revenue Certificates given by solicitors as to deduction of tax on interest, etc., received by them; negotiations with the National Federation of Law Clerks.

The Library.—The Committee has granted Mr. F. B. Dingle special privileges in connection with the library in consideration of his editorship of Stone's Justices' Manual.

The County Court and District Registry.—The usual particulars relating to the work of the Sheffield County Court and District Registry will be found in an Appendix to this Report. The figures for last year are also given in a parallel column by way of comparison.

APPENDIX II.

HIGH COURT AND COUNTY COURT LOCAL STATISTICS.

SHEFFIELD DISTRICT REGISTRY OF THE HIGH COURT OF JUSTICE.

	Year ended 31 Dec. 1920.	Year ended 31 Dec. 1921.
Writs issued	860	1340
Judgments in default of appearance	176	390
Judgments after orders for substituted service	4	2
Judgments in default of pleading	5	8
Judgments under Order XIV.	14	32
Judgments after trial	7	8
Writs of *fieri facias*	129	298
Amount for which ditto issued	£9,402 5s. 5d.	£26,451 3s. 9d.

SHEFFIELD COUNTY COURT.

Ordinary summonses issued	6755	.. ..	7408
Default summonses issued	2138	.. ..	3359
Judgment summonses issued	1644	.. ..	925
Executions against goods issued	1993	.. ..	2198
Warrants of commitment issued	430	.. ..	270
Actions remitted from the High Court of Justice	17	.. ..	14
Requests for Administration Orders ..	7	.. ..	4
Administration Orders made	4	.. ..	3
Requests for Arbitrations filed under the Workmen's Compensation Act ..	60	.. ..	74
Memoranda of Agreements filed	232	.. ..	234

BANKRUPTCY.

86 Bankruptcy Petitions were presented during the year 1921, as compared with 51 in 1920; 15 of the petitions were by Creditors.
32 Bankruptcy Notices were issued.
9 Deeds of Arrangement were registered under the Deeds of Arrangement Act, 1887.

APPENDIX III.

SCALE OF SALARIES AND BONUSES.

Recommended by the Joint Council of the Sheffield District Incorporated Law Society and the Sheffield & District Law Clerks' Society on 6th April, 1921.

Age.	Yearly Salary.	Yearly War Bonus.	Yearly New Bonus.	Total.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
17	52 0 0	13 0 0	6 10 0	71 10 0
18	58 10 0	13 0 0	6 10 0	78 0 0
19	65 0 0	13 0 0	6 10 0	84 10 0
20	78 0 0	13 0 0	6 10 0	97 10 0
21	91 0 0	26 0 0	13 0 0	130 0 0
22	104 0 0	26 0 0	13 0 0	143 0 0
23	117 0 0	26 0 0	13 0 0	156 0 0
24	130 0 0	26 0 0	13 0 0	169 0 0
25	143 0 0	26 0 0	13 0 0	182 0 0
26	156 0 0	32 0 0	15 12 0	203 12 0
27	156 0 0	37 0 0	15 12 0	208 12 0
28	156 0 0	42 0 0	15 12 0	213 12 0
29	156 0 0	47 0 0	15 12 0	218 12 0
30 and over ..	156 0 0	52 0 0	15 12 0	223 12 0

Clerks in higher positions will receive either their pre-War Salaries with a bonus of £52 a year and the new bonus of 10 per cent. on their pre-War salaries, or, alternatively, their pre-War salaries with the previous 25 per cent. advance and the new 10 per cent. advance, making 35 per cent. advance, whichever is the greater. For instance:—

Pre-War Salary.	War Bonus.	New Bonus.	Total.
£	£	£	£
160	52	16	228
180	52	18	250
200	52	20	272
220	Plus 25 per cent.	Plus 10 per cent.	297
240	Ditto.	Ditto.	324

(Increases to date from 1st January, 1921.)

The Law Society.

STUDENTS' RECEPTION.

The members of the teaching staff of The Law Society's School held a reception of past and present students (years 1920-22) at the Hall (Chancery Lane), on Tuesday the 23rd ult. Among those present were Lord Sterndale, the Master of the Rolls, Mr. A. Copson Peake (Vice-President, Leeds), Mr. S. Garrett, Mr. C. G. May, Mr. Chas. Scriven, Mr. A. M. Ingledew (Cardiff), Mr. Richard Farmer (Chester), and Mr. R. M. Welsford (members of the Council), Mr. G. C. Tyndale, Mr. G. H. J. Hurst, Dr. L. C. Hart, Mr. V. R. Gattie, Mr. E. V. Christian, Mr. S. E. Radford, Mr. Stannard, Mr. E. F. Spence, Mr. E. R. Cook (Secretary), and Mr. H. E. Jones (Assistant Secretary).

Mr. Edward Jenks (Principal of the Teaching Staff) having received the guests, an excellent musical programme was rendered by students and their friends, Miss H. Calverley and Miss Barefoot contributing piano solos; Mr. W. N. Earle, Dr. L. C. Dundas Irvine and Mr. Hew Fraser, songs; Mr. E. Stuart Richards, flute, and Miss Veronica Gotch, violin solos; Mr. John Rowlands, lightning sketches, and Mr. Kenneth Harvey, ventriloquism and chapeaugraphy.

Mr. JENKS at the interval welcomed the guests and expressed his thanks to those who had contributed to the musical portion of the programme, to the Law Society for the use of the rooms, and to the Master of the Rolls for having kindly consented to deliver an address. He regretted the absence of the President (Mr. J. J. D. Botterell), who was kept at home by illness.

PERMANENT COURT OF INTERNATIONAL JUSTICE.

The Master of the Rolls spoke on the subject of the Permanent Court of International Justice. He said it had occurred to him that inasmuch as his hearers had already heard, and would in the future hear quite as much as they desired of the study of the old established and long constituted courts of criminal and civil jurisdiction in this country, it might be well to say something of a new court which had been quite recently established, not for one country but for many, and no doubt it was hoped in the course of time, for all—he meant the Permanent Court of International Justice. This was not the first time that such a court had been contemplated; but he thought it was the first time that the contemplation had taken practical shape and therefore it might be worth while to look at it for a few minutes. It was clear, he thought, that such a court must differ in important respects from the ordinary courts to which we were accustomed. Proceeding to trace the recent history of the establishment of the court, he said that before the war, at the Hague Conference of 1907, there had been proposals for a permanent international court, but the scheme never became effective, and, though the proposal was discussed from time to time, no effective step was taken towards the establishment of the court till after the war, when the International Court of Justice came into being. It was the result of the deliberations of the Advisory Committee which met at the Hague in 1919, upon which Committee Lord Phillimore represented Great Britain and Mr. Elihu Root the U.S.A. The fact of his presence on the Committee was important and significant in view of the attitude of the U.S.A. to the Treaty of Versailles and the League of Nations. A scheme was agreed upon and the formal opening of the Permanent Court of International Justice took place at the Peace Palace at the Hague on the 15th February last. Dr. Loder, of the Netherlands, was elected President, and Professor André Weiss, of France, Vice-President, and he was glad to say that the representative of Great Britain was Lord Finlay—no one had any doubt as to the propriety of his election to that position.

Comparing the court with the courts to which we were accustomed LORD STERNDALE said that, in the first place, our courts administered a well settled system of law, and they did not have to make the law for themselves. The new court would have in a great measure to make its own law and then to administer it, because he did not think anybody could say that all the principles of international law were well settled, and that there was a code which would apply to any particular question of international law which might present itself. Take for instance the case of a belligerent at sea; could anyone say that international law was finally settled as to what he could or could not do at sea? The International Court would have to settle first the principles which had been established by the common consent of civilised nations, because that was really the only way in which international law was arrived at at all—the principles which it thought should be established. There was no superior authority to impose a certain set of principles upon this topic as there was in the case of municipal courts, and therefore the court would have to decide what it thought ought to be the principles accepted by civilised nations. It was a most difficult function. Then it would have to decide whether either party to a dispute

had violated those principles. This, of course, would be a difficulty, but, after all, it must be remembered that our common law was, perhaps, not created, but, at any rate, was brought to life by the decisions of the courts in that way. And therefore this court would be only doing for international law what had been done in interpreting our English common law. But it must also be remembered that it had taken a very long time to get our common law settled. Indeed, he was not sure that we had got it settled yet.

Then there was the question as to the extent to which the decisions of the court were binding. If our courts decided a question between A and B, the principles they laid down would govern the same question between C and D, and so on, to the end of the alphabet. They would, in fact, govern all future litigation. But was it clear that that would be so with regard to the new court and its decisions? To take a question which had been stated in an article written on the subject. Suppose there was a litigation between two States, neither of which could be called a great maritime power, and incidentally some question of rights at sea was decided, was it quite certain that Great Britain, France, the United States, Italy and Japan, to say nothing of Germany, if she eventually joined the League, would be content to be bound by that decision when they had not had the opportunity of presenting their case and when there were no settled rules to be enforced by a superior Power? That was a matter which could not be taken for granted. All that could be done was to rely, as the Covenant of the League of Nations did, upon the good faith and the good will of the parties who were content to join the League.

Let them consider again the means of compelling attendance at the court of those who agreed to resort to it, and the means of enforcing its orders. In our courts of civil and criminal jurisdiction there was not a great deal of difficulty about that. If anybody refused to obey the summons to attend a criminal court the police fetched him, and they did not let him go. In civil courts the process, though not quite so summary, was quite as disagreeable and effective if a person did not attend when summoned to do so. Somehow or other the court would compel attendance and if it became necessary to enforce the order of the court it would be enforced by the officers of the court, or the officers of the State, or some other authority. There was no such power to enforce the orders of the International Court. There was no such thing as an international police. There were no international officers who had the duty of enforcing the orders of the court. And, therefore, the court lacked a good deal of the power which existed in the case of our municipal courts. As he understood it, our courts derived their power and authority from three elements—the power to enforce attendance by the police, or other officers; the power to enforce obedience to its judgments; and the force of public opinion, which was the first and most important of the three. No court could long exist if the public opinion of the country was not behind it, and that was at the root of the whole matter. The international court would have to rely upon public opinion and upon that alone. It had not got the machinery, it had not got the officers, it had not got the means of enforcing attendance or of enforcing its orders such as was possessed by the municipal courts. For these reasons some people had thought that it was a very visionary scheme. One of the articles did indeed provide that those who joined in the establishment of the court should treat its decisions in good faith and with good will. But if they did not do so, he really did not know what means there were of enforcing its decisions other than by the economic boycott or by war.

A great many people had been very lukewarm with regard to the court, and with regard also to the League of Nations, because they thought that it, too, was open to the same objection. He did not quite agree with them. It might be that it was an ideal. It might be that it would be a long time before that ideal could be reached, and perhaps it might never be reached. Yet, was that any reason for giving up the attempt to reach it? It seemed to him that it would be a great mistake if they sat down and said: "No, the thing is an ideal and nobody can attain ideals in this world; we will have nothing to do with it." Because, if one tried to attain an ideal, even if one did not reach it, one got nearer to it by making the attempt to reach it than if one did nothing at all. The ideal of the States of the world of their own free will submitting their disputes to the decision of a judicial tribunal, and loyally accepting its decisions instead of resorting to the horrors of war—those horrors how far they might in the future exceed those of the past no one could tell—was a high ideal and one that the world should try and reach. It might not be reached, but why should they not try and reach it? They might remember the words of George Herbert—

"Who aimeth at the sky
Shoots higher much than he who means a tree."

And that was the spirit in which they should try and deal with the ideal of an International Court of Justice, which might do something to avoid the consequences of the natural pugnacity of man.

The Vice-President, in moving a vote of thanks to the Master of the Rolls, said the Council trusted the school would continue its course even with greater prosperity.

Mr. George Whitcombe, of Wotton Elms, Gloucester, the city's oldest solicitor, having been admitted in 1857, clerk to the Dean and Chapter from 1861-1913, for 37 years hon. secretary of the Berkeley Hunt, who died on 23rd November, aged 87, left £10,621, of which £8,263 is net personalty. He gives £500 to his housekeeper and £100 to his late clerk, Albert John Howley.

The Law of Property Bill.

The following are further extracts from the Law of Property Bill. Additions since the Bill was introduced last year are printed in *italics* Unimportant omissions or merely verbal re-drafting are not noticed :—

Dispositions on Trust for Sale.

11. PROVISIONS FOR REGULATING AND FACILITATING DEALINGS WITH LAND HELD ON TRUST FOR SALE.]—For protecting purchasers acquiring land under a trust for sale, and the persons beneficially interested in the proceeds of sale or in the land until sale and for facilitating dealings with land held on trust for sale (including a partition among the persons interested) the omissions contained in the Fourth Schedule to this Act shall have effect.

FOURTH SCHEDULE.

[Section 11.]

DISPOSITIONS ON TRUST FOR SALE.

1. APPOINTMENT OF TRUSTEES OF DISPOSITIONS ON TRUST FOR SALE.]—(1) The persons having power to appoint new trustees of a conveyance on trust for sale shall be bound to appoint the same persons (if any) who are for the time being trustees of the settlement of the proceeds of sale, but a purchaser shall not be concerned to see whether the proper persons are appointed to be trustees of the conveyance of the land.

(2) This section applies whether the settlement of the proceeds of sale or the conveyance on trust for sale comes into operation before or after the commencement of this Act.

2. CONSENTS TO THE EXECUTION OF A TRUST FOR SALE; AS TO GIVING EFFECT TO THE WISHES OF THE PERSONS INTERESTED AND PROTECTION TO TRUSTEES.]—(1) If the consent of more than two persons is made requisite by the disposition to the execution of a trust for sale of land then in favour of a purchaser, the consent of any two of such persons to the execution of the trust or to the exercise of any statutory or other powers vested in the trustees for sale shall be deemed sufficient.

(2) A consent by a person not sui juris or who becomes subject to disability expressed to be required by a disposition in the case of any such trust or power shall not in favour of a purchaser be deemed to be requisite to the execution of the trust or the exercise of the power; but the trustees shall, in any such case, obtain the separate consent of the parent or testamentary or other guardian of an infant or of the committee or receiver (if any) of a lunatic or defective.

(3) The trustees for sale shall, so far as practicable, give effect to the wishes of the persons of full age for the time being beneficially interested in possession in the rents and profits of the land until sale, or, in case of dispute, of the majority (according to the value of their combined interests) of such persons, but a purchaser shall not be concerned to see that such wishes are complied with.

(4) Where there is a power to postpone the sale, then (subject to any express direction to the contrary in the instrument, if any, creating the trust for sale) the trustees for sale (including personal representatives), shall not be liable in any way for postponing the sale, in the exercise of their discretion, for any indefinite period; nor shall a purchaser of a legal estate be concerned in any case with any directions respecting the postponement of the sale. *A power to postpone sale shall be implied unless a contrary intention appears.*

(5) This section applies whether the trust for sale is created before or after the commencement or by virtue of this Act.

3. PURCHASER NOT TO BE CONCERNED WITH THE TRUSTS OF THE PROCEEDS OF SALE IF PAID TO TWO OR MORE TRUSTEES OR TO A *trust* CORPORATION.]—(1) A purchaser of a legal estate from trustees for sale shall not be concerned with the trusts affecting the proceeds of sale of land subject to a trust for sale (whether made to attach to such proceeds by virtue of this Act or otherwise), or affecting the rents and profits of the land until sale whether or not those trusts are declared by the same instrument by which the trust for sale is created.

(2) The proceeds of sale or other capital money arising under a disposition on trust for sale of land (and notwithstanding anything to the contrary in such disposition or in the settlement of the net proceeds) shall not, except where the trustee is a *trust* corporation, be paid to or applied by the direction of fewer than two persons as trustees of the disposition, but this subsection does not affect the right of a sole personal representative as such to give valid receipts for or direct the application of the proceeds of sale or other capital money aforesaid; nor, except where capital money arises on a transaction, render it necessary to have more than one trustee.

4.—POWERS OF MANAGEMENT GIVEN TO TRUSTEES FOR SALE, TRUST OF RENTS AND PROFITS TILL SALE, AND PROVISIONS AS TO PARTITION AMONG PERSONS INTERESTED IN THE PROCEEDS OF SALE.]—(1) Trustees for sale (with or without a power to postpone the sale) shall, in relation to the land or to manorial incidents *and to the proceeds of sale*, have all the powers of a tenant for life, and of the trustees of a settlement, under the Settled Land Acts, and also *in relation to the land* the powers of management conferred by subsections (2) and (3) of section forty-two of the Conveyancing Act, 1881 [44 & 45 Vict. c. 41]: and (subject to any express trust to the contrary) all capital money arising under the said powers shall (without prejudice to the rights and powers of a personal representative for purposes of administration) *unless paid or applied for any purpose authorised by the Settled Land Acts*, be applicable in the same manner as if the money represented proceeds of sale arising under the trust for sale.

(2) Subject to any direction to the contrary in the disposition on trust for sale or in the settlement of the proceeds of sale, the net rents and profits of the land until sale, after keeping down costs of repairs and insurance and other outgoings shall (without prejudice to the rights and powers of a personal representative as aforesaid) be paid or applied *except so far as any part thereof may be liable to be set aside as capital money under the Settled Land Acts*, in like manner as the income of investments representing the purchase money would be payable or applicable if a sale had been made and the proceeds had been duly invested.

(3) Where the net proceeds of sale have under the trusts affecting the same become absolutely vested in persons of full age in undivided shares (whether or not such shares may be subject to a derivative trust) the trustees for sale may (with the consent of the persons, if any, of full age, *not being annuitants*, interested in possession in the net rents and profits of the land until sale) partition the land remaining unsold or any part thereof, and provide (by way of mortgage or otherwise) for the payment of any equality money, and, upon such partition being arranged, the trustees for sale shall give effect thereto by conveying the land so partitioned in severalty (subject or not to any mortgage term *or charge by way of legal mortgage*, created for raising equality money) to persons of full age and either absolutely or on trust for sale or, where any part of the land becomes settled land by a vesting deed, or partly in one way and partly in another in accordance with the rights of the persons interested under the partition, but a purchaser shall not be concerned to see or inquire whether any such consent as aforesaid has been given :

Provided that—

(A) *If a share in the net proceeds is absolutely vested in an infant, the trustees for sale may act on his behalf and retain land (to be held on trust for sale) or other property to represent his share, and in other respects the foregoing power shall apply as if the infant had been of full age :*

(B) *If a share in the net proceeds belongs to a lunatic or defective, the consent of his committee or receiver shall be sufficient to protect the trustees for sale :*

(C) *If a share in the net proceeds is affected by an incumbrance the trustees for sale may either give effect thereto or provide for the discharge thereof by means of the property allotted in respect of such share, as may be considered expedient.*

(4) The powers conferred by subsection (1) of this section shall be exercised with such consents (if any) as would have been required on a sale under the trust for sale, and when exercised shall operate to overreach any equitable interests or powers which are by virtue of this Act made to attach to the net proceeds of sale as if created by a trust affecting those proceeds.

(5) If the trustees for sale refuse to sell or to exercise any of the powers conferred by this section, or the powers to delegate hereinafter conferred, any person interested may apply to the court for a vesting or other order for giving effect to the proposed transaction or for an order directing the trustees for sale to give effect thereto and the court may make such order as it thinks fit.

(6) Where, at the commencement of this Act, an order made under section seven of the Settled Land Act, 1884, is in force then the person on whom any power is thereby conferred shall, while the order remains in force, exercise such power in the names and on the behalf of the trustees for sale in like manner as if the power had been delegated to him under this Act.

(7) This section applies to dispositions on trust for sale coming into operation either before or after the commencement of this Act, or by virtue of this Act.

(8) This section does not apply where there is a person having the powers of a tenant for life under paragraph (ix) of subsection (1) of section fifty-eight of the Settled Land Act, 1882.

5. DELEGATION OF POWERS OF MANAGEMENT BY TRUSTEES FOR SALE.]—(1) The powers of and incidental to leasing, accepting surrenders of leases and management, conferred on trustees for sale whether by this Act or otherwise, may, until sale of the land, be revocably delegated from time to time, by writing, signed by them, to any person of full age (not being merely an annuitant) for the time being beneficially interested (in possession) in the net rents and profits of the land during his life or for any less period : and in favour of a lessee such writing shall, unless the contrary appears, be sufficient evidence that the person named therein is a person to whom the powers may be delegated, and the production of such writing shall, unless the contrary appears, be sufficient evidence that the delegation has not been revoked.

(2) Any power so delegated shall be exercised only in the names and on behalf of the trustees delegating the same.

(3) The persons delegating any power under this section shall not, in relation to the exercise or purported exercise of the power, be liable for the acts or defaults of the person to whom the power is delegated, but he shall, in relation to the exercise of the power by him, be deemed to be in the position and to have the duties and liabilities of a trustee.

Settlements.

12. REGULATIONS RESPECTING SETTLEMENTS OF LAND.]—For assimilating the method of settling land to that employed in settling personal estate ; for securing that settled land shall be vested in the tenant for life of full age or other persons who, during a minority, or at any other time when there is no tenant for life of full age, have the powers of a tenant for life ; for providing for the devolution thereof on a death to personal representatives until an assent is given ; for protecting equitable interests under a settlement by requiring capital money to be paid to at least two trustees (except in the case of a *trust* corporation) or into court, and for protecting trustees of settlements and purchasers of settled land, the provisions contained in the Fifth Schedule to this Act shall have effect.

FIFTH SCHEDULE.

[Section 12.]

PROVISIONS RELATING TO SETTLEMENTS.

1. AUTHORISED METHOD OF SETTLING LAND INTER VIVOS BY "VESTING" AND "TRUST" DEEDS.]—(1) After the commencement of this Act every settlement of land inter vivos shall be effected as follows, and in no other way, namely :—

There shall (save as hereinafter mentioned) be two deeds, one of which (in this Act referred to as "the vesting deed") shall be a conveyance of the land, for the estate or interest the subject of the settlement, and shall appoint trustees for the purposes of the Settled Land Acts, and the other of which (in this Act referred to as "the trust deed") shall declare the trusts affecting the settled land, appoint trustees for the purposes of the Settled Land Acts, and shall bear any ad valorem stamp duty which may be payable (whether by virtue of the conveyance or otherwise) in respect of the settlement.

(2) An agreement for the settlement of land by an estate owner, shall, and an agreement for the settlement of land by a person entitled to an equitable interest which is capable, when in possession, of subsisting at law, or to an entailed interest, shall, if and when the interest of the settlor is or becomes vested in possession, be deemed a contract to convey or create a legal estate, and effect shall be given thereto by a vesting deed and a trust deed in accordance with this section. [*Redrafted.*]

(3) No undivided share in land can be made the subject of a settlement, but the entirety of the land shall be vested in trustees for sale, as provided by this Act, and any disposition purporting to make such a settlement shall only operate as a settlement of a corresponding share of the net proceeds of sale and of the rents and profits until sale of the entirety of the land.

(4) By the vesting deed the settled land shall be conveyed to the tenant for life of full age, or statutory owner (and if more than one as joint tenants) to be held upon the trusts declared concerning the same by the trust deed, and for giving effect to any equitable interests and powers ; and the persons who are appointed as the trustees of the vesting deed shall be the same persons as are the trustees of the trust deed, and such persons are in this Act referred to as the trustees of the settlement.

Provided that, where the land is already vested in the tenant for life of full age or statutory owner, it shall be sufficient, without any other conveyance, if the vesting deed declares that the land is vested in him on the requisite trusts.

(*To be continued.*)

The New Recorder of London.

Sir Ernest Wild, K.C., the newly appointed Recorder of London, says *The Times*, took his seat for the first time at the Central Criminal Court on Wednesday. He was accompanied on the Bench by the following:—

The Lord Mayor, Mr. Alderman and Sheriff H. J. De Courcy Moore, Mr. Sheriff G. M. Mackay, Alderman Sir T. Vansittart Bowater, Alderman Sir Charles Wakefield, Alderman Sir James Roll, Alderman Sir Louis Newton, Alderman Sir W. R. Pryke, Mr. Alderman Moore, Mr. Alderman Newman, and Mr. Under-Sheriff Deighton.

Mr. Herbert Austin, Clerk of the Central Criminal Court, read the Royal Warrant appointing Sir Ernest Wild to the Recordership, after which the Lord Mayor warmly shook hands with the new Recorder.

Mr. Sydenham Jones, on behalf of the Bar, welcomed Sir E. Wild, remarking that he knew that his kindness of heart and sympathy with the Bar would always find expression to encourage young practitioners who would appear before him. He had no doubt that Sir E. Wild, in following the great Recorder who had preceded him, would worthily maintain the dignity of the appointment made by the City.

Sir Ernest Wild, in reply, said it was a great pleasure to him to receive the assurance of the satisfaction of his brethren at the Bar at his appointment to that great and historic office. He would be only too happy if, when the time came for him to relinquish that great office, he would be found to have been not altogether unworthy of the magnificent line of predecessors who had held the office of Recorder since the year 1298.

The Recorder then proceeded with the hearing of cases in his list.

Companies.

Britannic Assurance Company, Limited.

Directors' Report for the year ending 31st December, 1921. Received and adopted at the Fifty-sixth Annual General Meeting of the Company, held on Friday, 10th March, 1922, at the Chief Offices, Broad Street Corner, Birmingham.

PREMIUM INCOME.—The premium income in respect of life assurance for the year ended 31st December, 1921, amounted to £2,303,865, showing an increase of £123,418 over the previous year. The total premium income amounted to £2,306,850.

CLAIMS.—The sum paid in claims during the year amounted to £905,864, including £268,554 paid under maturing policies.

TOTAL CLAIMS PAID.—The total amount paid in claims by the Company up to the 31st December, 1921, was £15,887,077.

ORDINARY BRANCH.—The premium income for the year in the Ordinary Branch amounted to £505,225, showing an increase of £45,828 over the previous year. The claims paid in this branch during the year amounted to £240,119 inclusive of surrenders. The number of policies issued in this branch including policies under the special tables was 10,843, assuring (after deduction of re-assurances) the sum of £1,449,020 at an annual premium of £75,182 and single premiums of £961.

INDUSTRIAL BRANCH.—The premium income for the year in the Industrial Branch amounted to £1,798,640, showing an increase of £77,590 over the previous year. The claims paid during the year in this branch amounted to £641,769 inclusive of surrenders.

TOTAL INCOME AND EXPENDITURE.—The gross income from all sources amounted to £2,640,325 showing an increase of £170,200 over the gross income of the previous year. The total outgo, inclusive of amounts written off leasehold properties, etc., amounted to £1,893,804, leaving a balance of income over expenditure on the year's accounts of £746,521.

TOTAL FUNDS.—The total funds, inclusive of capital paid up, now amount to £6,723,413.

Legal News.

Honours.

The King has been pleased, by Letters Patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date 24th March, to confer the dignity of a Baron of the said United Kingdom upon the Right Honourable Sir Gordon Hewart, Knight, Lord Chief Justice of England, and the heirs male of his body lawfully begotten, by the name, style and title of Baron Hewart, of Bury, in the county of Lancaster.

Information Required.

Re **Ernest Hamilton Sharp, K.C., deceased.**—To solicitors, bankers, and others.—Will any person having custody or knowledge of the last Will and Testament of Ernest Hamilton Sharp, K.C., who died in Hong-Kong on the 8th day of February last, please write to Messrs. Church, Adams, Prior and Balmer, 11, Bedford-row, W.C.1. (Colonial papers, please copy.)

Appointments.

Mr. PERCY JULIAN SPROULE has been appointed the Senior Puisne Judge of the Supreme Court of the Straits Settlements.

Mr. HERBERT KORTRIGHT MCDONNELL SISNETT (Senior Puisne Judge, Jamaica), has been appointed the Chief Justice of the Colony of British Honduras.

Mr. CLAUD FRASER, of the firm of Clapham, Fraser, Cook & Co., of 15, Devonshire Square, E.C., has been appointed a Justice of the Peace for the County of Herts.

The Attorney-General has appointed Mr. GEOFFREY ELLIS, of 2, Pump-court, Temple, Junior Counsel for the Crown in Peerage and Baronetcy Cases, in succession to Mr. Wilfrid A. Greene, K.C.

Sir GERALD EDWARD CHADWYCK-HEALEY, Bt., has been appointed a member of the Royal Commission on Awards to Inventors, to fill the vacancy caused by the resignation of Robert John, Baron Rayleigh.

The Board of Trade have appointed Mr. ARTHUR HAROLD WARD to be Official Receiver for the Bankruptcy Districts of the County Courts holden at Canterbury, Rochester and Maidstone, as from the 24th March, 1922, vice Mr. John Osborne Morris. Mr. WALTER RACKWOOD COCKS to be Official Receiver for the Bankruptcy Districts of the County Courts holden at Exeter, Barnstaple and Taunton, as from the 24th March, 1922, vice Mr. Arthur Harold Ward.

General.

A number of large Manchester firms, says *The Times*, who have waged war against the overseers placing the assessable value of premises at a higher figure than the actual rent, instead of as formerly fifteen to twenty per cent. below the rental, have now received intimation from the overseers that they have accepted as the basis of rateable value the amount of actual rent paid less one-fifth. This is regarded as a "climb down" for the authorities and a victory for those who set up the doctrine that rent had relationship to assessable value.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson.
Monday Apr. 3	Mr. Hicks Beach	Mr. Garrett	Mr. Jolly	Mr. More
Tuesday 4	Bloxam	Synge	More	Jolly
Wednesday ... 5	More	Hicks Beach	Jolly	More
Thursday 6	Jolly	Bloxam	More	Jolly
Friday 7	Garrett	More	Jolly	More
Saturday 8	Synge	Jolly	More	Jolly

Date	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.
Monday Apr. 3	Mr. Garrett	Mr. Synge	Mr. Hicks Beach	Mr. Bloxam
Tuesday 4	Synge	Garrett	Bloxam	Hicks Beach
Wednesday ... 5	Garrett	Synge	Hicks Beach	Bloxam
Thursday 6	Synge	Garrett	Bloxam	Hicks Beach
Friday 7	Garrett	Synge	Hicks Beach	Bloxam
Saturday 8	Synge	Garrett	Bloxam	Hicks Beach

The Common Serjeant (Mr. H. F. Dickens, K.C.) was entertained at dinner on Tuesday night at the Savoy Hotel by some of the leaders of the Bar of the Central Criminal Court, in recognition of his services as a judge of that Court. Those present were Sir E. Marshall-Hall, K.C., Sir Henry Curtis Bennett, K.C., Sir Archibald Bodkin (Director of Public Prosecutions), Sir Richard Muir, Mr. Guy Stephenson, C.B. (Assistant Director of Public Prosecutions), Mr. Cecil Whiteley, K.C., Mr. Percival Clarke, Mr. Eustace Fulton, Mr. Travers Humphreys, Mr. St. John Hutchinson, Mr. Roland Oliver, Mr. G. D. Roberts, and Mr. H. D. Roome.

A sum of £4,900,000 is included in the Civil Service Estimates for the coming year to complete the full sum of £5,000,000 for issue by the Treasury on the recommendations of the Royal Commission appointed last spring to consider cases in which there is a moral claim by British nationals (other than those belonging to parts of the Empire to which a separate share of reparation receipts has been allotted) for compensation for sufferings or damage arising out of the action of the enemy during the war within Annex I to Part VIII of the Treaty of Versailles; and to make recommendations as to the distribution of a sum of not more than £5,000,000 out of the first receipts on account of reparation allocated to the Exchequer of the United Kingdom in *ex gratia* grants in such cases. The receipts are at present insufficient to cover the prior charge in respect of the British Army of Occupation.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, March 24.

TINKERS LTD. April 24. Frank Tinker and Albert E. Chadwick, Daisyfield Boiler Works, Newton, Hyde.
SELEYS LTD. May 1. Alfred Laban, 25-27, Oxford-st.
NORTHERN CINEMA FURNISHING CO. LTD. April 15. Bramwell Collinge, 30, Spring-gardens, Manchester.
DAVIS AND PHILLIPS LTD. May 5. Norman W. Wild, Orient House, New Broad-st., E.C.2.
FRANKLIN, KING & CO. LTD. May 5. Albert Willmott, 14, Old Jewry-chmbrs., E.C.2.
E. GORE & CO. LTD. April 30. Arthur Hilton, 1 & 3, Harrington-st., Liverpool.
WESTWOOD LIBERAL CLUB LAND & BUILDING SOCIETY LTD. May 5. John W. Broadbent, 36, Clegg-st., Oldham.

London Gazette—TUESDAY, March 28.

TUNBRIDGE WELLS CORN EXCHANGE CO. LTD. May 12. Lewis G. Coath, 4, Beltring-rd., Tunbridge Wells.
FALMOUTH TOWAGE CO. LTD. April 5. Cuthbert L. Fox, Dolvean, Falmouth.
A. G. GARMENTS LTD. April 19. Ronald R. Mumford, 55, Blossom-st., Ancoats, Manchester.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, March 24.

Barfoot & Strange Ltd.
Southbourne Cottage Building Society Ltd.
The Tyre Machinery Syndicate Ltd.
The Bute Wheel & General Engineering Co. Ltd.
Booth Brothers Ltd.
The County Theatre Cinema (Lewes) Ltd.
Thos. Arden & Son Ltd.
Rainbow & Sons Ltd.
St. George's Cartage Co. Ltd.
Scarsdale Estates Co. Ltd.
British Vegetable Products Ltd.
Reigate Gas Co. Ltd.
English Gelatines Ltd.
Hyde & Thomson Ltd.
E. P. Wells & W. C. Cocking Ltd.
Tottenham & Edmonton United Services Club Ltd.
Bedesco Ltd.
The Great Harwood Colliery Co. Ltd.
Davies Lazarus & Co. Ltd.
Herbert Blockley & Co. Ltd.
Eastcote Publishing Co. Ltd.
J. F. Squire Ltd.
John James (Swansea Road Mews) Ltd.
J. & C. Baszanger Ltd.
Motor Supply Co. (Newcastle) Ltd.
Brickwick Ltd.
H. C. Cowan & Co. Ltd.
Premier Animated Photo Co. Ltd.
Green & Co. (Hull) Ltd.
Franklin Land Investment Co. Ltd.
Sutton Bridge and District Agricultural Co-operative Society Ltd.

London Gazette—TUESDAY, March 28.

Daveniere & Co. Ltd.
L. Huguenin Ltd.
The Tunbridge Wells Corn Exchange Co. Ltd.
The Rider Pepper Co. Ltd.
Barking Press Ltd.
W. Montgomery & Co. Ltd.
H. Backhouse & Co. (Sheffield) Ltd.
Wilson and Holmes (1914) Ltd.
Berns Lorries Ltd.
O. Rosenvinge Ltd.
J. Frenkel & Co. Ltd.
Amhurst Garage Co. Ltd.
The Leather Case Co. Ltd.
L. & S. Lewisohn Ltd.
Neath & District Farmers' Co-Operative Society Ltd.
The Coal Saving and Smoke Consuming Co. Ltd.
Mining Economics Ltd.
Sovran Manufacturing Co. (1920) Ltd.
J. & N. Dickinson Ltd.
E. C. Barlow and Sons Ltd.
Doll Pottery Co. Ltd.
James Carroll & Co. Ltd.
Ramsey & Lake Co. Ltd.
Seager & Hall Ltd.
Shepherd & Giles Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, March 24.

ADAMS, HARRY L., Margate. Canterbury. Pet. Mar. 21. Ord. Mar. 21.
ALLEN, THOMAS, Gedney-hill, Lincoln. Peterborough. Pet. Mar. 20. Ord. Mar. 20.
BLACK, PATRICK H., and BLACK, ANNIE, Leeds. Leeds. Pet. Mar. 18. Ord. Mar. 18.
BROWN, RICHARD, South Shields. Newcastle-upon-Tyne. Pet. Mar. 6. Ord. Mar. 21.
CATCHPOLE, GEORGE G., Henrietta-st, W.1. High Court. Pet. Mar 6. Ord. Mar. 20.
CLARK, GEORGE R., Moxley. Walsall. Pet. Mar. 21. Ord. Mar. 21.
CLAY, ERNEST, Halifax. Halifax. Pet. Mar. 22. Ord. Mar. 22.
COLLEY ENGINEERING AND MACHINERY COMPANY, Surrey-st., Strand. High Court. Pet. Feb. 27. Ord. Mar. 20.
COLLINS, ARTHUR, Beaminster. Dorchester. Pet. Mar. 20. Ord. Mar. 20.
COULSON, FREDERICK A., King's Cross. High Court. Pet. Feb. 23. Ord. Mar. 21.
CRITCHLEY, GEORGE H., Swinton. Salford. Pet. Mar. 21. Ord. Mar. 21.
DAVIDSON, WILLIAM E., North Shields. Newcastle-upon-Tyne. Pet. Mar. 22. Ord. Mar. 22.
DEAN, ALBERT, Ackworth. Wakefield. Pet. Mar. 20. Ord. Mar. 20.
DENNING, FREDERICK W., Dudley. Dudley. Pet. Mar. 4. Ord. Mar. 21.
DICKEN, WILLIAM J., Bargoed. Methyr Tydfil. Pet. Mar. 21. Ord. Mar. 21.
DORSETT, EDWARD J., Leatherhead. Croydon. Pet. Mar. 20. Ord. Mar. 20.
ELLISON, FREDERICK T., Campden, Glos. Banbury. Pet. Mar. 20. Ord. Mar. 20.
FOURTE, ERNEST A., East Stonehouse. Plymouth. Pet. Mar. 21. Ord. Mar. 21.
GELDARD, ALLAN, Leeds. Leeds. Pet. Mar. 18. Ord. Mar. 18.
HAYES, ARTHUR J., Hessle. Kingston-upon-Hull. Pet. Mar. 8. Ord. Mar. 22.
HENDERSON, JAMES H., Benwell. Newcastle-upon-Tyne. Pet. Mar. 21. Ord. Mar. 21.
HINDLE, STEPHEN W., Farnworth. Bolton. Pet. Mar. 20. Ord. Mar. 20.
HODGES, WILLIAM E., Scunthorpe, Lincs. Great Grimsby. Pet. Mar. 20. Ord. Mar. 20.
HUGHES, JOHN W., Ebenezer. Bangor. Pet. Mar. 17. Ord. Mar. 17.
IVISON, JOHN, Clifton, nr. Penrith. Carlisle. Pet. Mar. 22. Ord. Mar. 22.
JACKSON, CLAUDE, Islington. High Court. Pet. Feb. 3. Ord. Mar. 22.
JONES, EDITH, Wrexham. Wrexham. Pet. Mar. 20. Ord. Mar. 20.
JONES, HERBERT, Birkenhead. Birkenhead. Pet. Feb. 16. Ord. Mar. 20.
KERR, ROBERT, Duke-st. High Court. Pet. Feb. 27. Ord. Mar. 22.
KERR, WILLIAM S., York. York. Pet. Mar. 21. Ord. Mar. 21.
KIBBLE, EDWARD, Bridgend. Cardiff. Pet. Mar. 21. Ord. Mar. 21.
MAPSTONE, ALBERT W., Wedmore, Somerset. Wells. Pet. Mar. 20. Ord. Mar. 20.
MARSHALL, CHARLES D., Stamford-hill. High Court. Pet. Feb. 1. Ord. Mar. 15.
MAUNDER, JOHN O., Rockbeare, Devon. Exeter. Pet. Mar. 21. Ord. Mar. 21.
MILTON, WILLIAM M., Overstrand, Norfolk. Norwich. Pet. Feb. 7. Ord. Mar. 21.
MOSS, WILLIAM E., S., Newcastle-upon-Tyne. Newcastle-upon-Tyne. Pet. Mar. 20. Ord. Mar. 20.
OVERTON, ALBERT, Pengam. Tredegar. Pet. Mar. 17. Ord. Mar. 17.
PANTLIN, CHARLES H., Richmond. Brentford. Pet. Feb. 23. Ord. Mar. 21.
RAWCLIFFE, FRANK, Newcastle-upon-Tyne. Newcastle-upon-Tyne. Pet. Jan. 13. Ord. Mar. 21.
ROSS, SIDNEY, West Bromwich. West Bromwich. Pet. Mar. 22. Ord. Mar. 22.
ROWE, REGINALD F., Brighton. Brighton. Pet. Jan. 25. Ord. Mar. 21.
SCHOFIELD, THOMAS, West Didsbury. Manchester. Pet. Mar. 22. Ord. Mar. 22.
SCOTT, THOMAS, Newburn. Newcastle-upon-Tyne. Pet. Mar. 21. Ord. Mar. 21.
SMITH, THOMAS C., and LAKE, FRANCIS C., Coggleshall. Chelmsford. Pet. Mar. 20. Ord. Mar. 20.
THOMAS, DAVID A., Skewen, nr. Neath. Neath. Pet. Mar. 22. Ord. Mar. 22.
THOMAS, GEORGE, Paignton. Plymouth. Pet. Mar. 2. Ord. Mar. 20.
THOMPSON, CHARLES R., Shropham. Norwich. Pet. Mar. 20. Ord. Mar. 20.
THORNHILL, EDWARD, Kingston-upon-Hull. Kingston-upon-Hull. Pet. Mar. 21. Ord. Mar. 21.
TURNER, ALFRED J., Murton, Durham. Sunderland. Pet. Mar. 20. Ord. Mar. 20.
TYFIELD, ABRAHAM, Sheffield. Sheffield. Pet. Feb. 23. Ord. Mar. 20.
WRIGHT, MARSHALL E., Dover. Canterbury. Pet. Mar. 20. Ord. Mar. 20.

Amended Notice substituted for that published in the *London Gazette* of March 3, 1922.

NUTTALL, RICHARD, Shuttleworth. Manchester. Pet. Feb. 10. Ord. Feb. 28.

London Gazette—TUESDAY, March 28.

ARMSTRONG, JOHN G., Medomsley, Durham. Durham. Pet. March 7. Ord. March 23.
BAILEY, JOSEPH W., Hatton, Lincoln. Pet. Mar. 24. Ord. Mar. 24.
BISSELL, ERNEST C., Eston, S.O. Middlesbrough. Pet. March 22. Ord. March 22.
BOURG, JEAN T., Staines. Kingston (Surrey). Pet. Dec. 5. Ord. March 23.
BREAKWELL WILLIAM, Bromsgrove. Worcester. Pet. March 10. Ord. March 25.
CLIFFORD, L. H., Bognor. Brighton. Pet. March 7. Ord. March 24.
COPPLE, WILLIAM V., St Helens. Liverpool. Pet. March 3. Ord. March 24.
DAVIES, DAVID, Cadoxton. Cardiff. Pet. March 22. Ord. March 22.
ELLIOTT, MARK S., North Seaton. Newcastle-upon-Tyne. Pet. March 23. Ord. March 23.
ESSENHIGH, FREDERICK J., Gillingham. Rochester. Pet. March 24. Ord. March 24.
FIELD, EDWARD T., Mortlake. Wandsworth. Pet. March 24. Ord. March 24.
HARDY, ANNIE E, Lynton. Barnstaple. Pet. March 24. Ord. March 24.
JACKSON, EMILY L., King's Lynn. King's Lynn. Pet. March 23. Ord. March 23.
JONES, MARY, Aberdare. Aberdare. Pet. March 23. Ord. March 23.
KERSHAW, RICHARD, Harrogate. Harrogate. Pet. Feb. 4. Ord. March 24.
MANUEL, MARY, and MANUEL, MAURICE L., Newtown. Newtown. Pet. March 21. Ord. March 21.
MCCREDIE, WILLIAM, Sevenoaks. Tunbridge Wells. Pet. March 24. Ord. March 24.
MORRISH, RICHARD, Hampton Wick. Kingston (Surrey). Pet. March 23. Ord. March 23.
NEWLOVE, WILLIAM A., Kingston-upon-Hull. Kingston-upon-Hull. Pet. March 23. Ord. March 24.
NIEMAN, F., Norbiton. Kingston. Pet. Feb. 21. Ord. March 23.
PAINTER, GEORGE H., March. Peterborough. Pet. March 23. Ord. March 23.
PARRY, HENRY, Wallasey. Liverpool. Pet. Feb. 17. Ord. March 23.
PURDY, JOHN T., Hebburn. Newcastle-upon-Tyne. Pet. Feb. 21. Ord. March 21.
PYKE, M. A., Old Bond-st. High Court. Pet. Jan. 10. Ord. March 23.
QUACK, G. W., Victoria-st. High Court. Pet. Dec. 16. Ord. March 23.
RAY, JOHN W., West Smethwick. West Bromwich. Pet. March 24. Ord. March 24.
RICHARDS, BENJAMIN, Bristol. Bristol. Pet. March 23. Ord. March 23.
ROBINSON, HARRY L., and GREENWOOD, WILLIAM E., Nelson. Burnley. Pet. March 25. Ord. March 25.
ROSOUX, JULIEN, Mark-lane. High Court. Pet. Dec. 16. Ord. March 23.
SALDIN, HENRY H., Kislingbury. Northampton. Pet. March 24. Ord. March 24.
SAYER, GEORGE W., Luton. Peterborough. Pet. March 22. Ord. March 22.
SLATER, WILLIAM V., Harringay. High Court. Pet. March 24. Ord. March 24.
TAYLOR, MARY A., Pontypool. Newport (Mon.) Pet. March 24. Ord. March 24.
THOMAS, H. E., Craven-rd. High Court. Pet. Feb. 18. Ord. March 23.
THOMAS, JOHN, Carnarvon. Bangor. Pet. March 24. Ord. March 24.
THOMPSON, THOMAS S., and THOMPSON, JENNY, Old Shildon. Durham. Pet. March 23. Ord. March 23.
TUCKER, ARTHUR R., Cardiff. Cardiff. Pet. March 11. Ord. March 24.
WALKER, D. L. F., Great Portland-st. High Court. Pet. Feb. 13. Ord. March 23.
WILLIAMS, ALFRED, Stamford Brook. High Court. Pet. Dec. 12. Ord. March 23.
YUDCOVSKY, MORRIS, Sunderland. Sunderland. Pet. March 21. Ord. March 21.

Amended Notice substituted for that published in the *London Gazette* of March 14, 1922:—

MORGAN, ROLAND, Wivenhoe, Essex. Birmingham. Pet. Jan. 26. Ord. March 9.